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PROPOSAL OF THE PROMOTER TO MAKE INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

TO CARRY OUT THE BUSINESS OF:

"PROCESSING AND MARKETING OF FISH AND MARINE PRODUCTS"

AT PLOT NO - 32, BLOCK NO. PART - 3, HLAING THARYAR INDUSTRIAL ZONE, HLAING THARYAR TOWNSHIP, YANGON REGION, THE REPUBLIC OF THE UNION OF MYANMAR

BY

"MYANMAR CNFC COMPANY LIMITED"

INDEX

Application for investment permit

Form-I

<u>Projection Statement Annexes</u>

中国水产总公司
CNFC CHINA NATIONAL FISHERIES CORP.

Chairman,
Myanmar Investment Commission
Naypyitaw

Subject : Application for investment permit to make investment in **Processing and Marketing of fish and marine products**

Your Excellency,

China National Fisheries Corporation is leading manufacturer of marine products based in China. Owing to high-quality and diversified products and several years' operating experience, we have established product sales network throughout the world and has won high market recognition. Our clients are mainly from Europe, Africa, Japan, U.S.A and China itself and the annual trade volume is over US$ 200 million.

We have set up several advanced and modern marine products processing establishments both in china and other countries, with annual capacity of over 30,000 ton. The products of these factories fully meet the sanitary standards of European Union and U.S.A.

Our management has decided to extend establishment in Myanmar by using Plot No - 32 , Block No . Part – 3 , Hlaing Tharyar Industrial Zone , Hlaing Tharyar Township ,Yangon Region which has total land area of **2.011 acres (8138.235 sq meter) and building constructed on it has area of 1.180 Acres (4775.295 sq meter) on lease basis.**

For building renovation, machine, equipment and working capital, we will invest US$ 500,000 to start exporting approximately 3000 tons of marine products in first year which will plan to increase gradually every year.

Like our establishments in other countries, we will ensure that Myanmar factory will operate conforming to the standards required by EU and USA market.

Our business will contribute for the objectives of allowing foreign investment in following ways:

(a) Value adding marine products upto standards accepted by EU and USA
(b) Almost doubling value of marine products by value adding
(c) Technology transfer and training to local staff at factory operating at standards which meet EU and USA's standard
(d) Generating foreign exchange from export of processed products

北京市丰台区[illegible] 邮编 (ZIP CODE) 100070 电话 (Tel) 010-[illegible] 传真 (Fax) 010-[illegible]

CNFC 中国水产总公司
CHINA NATIONAL FISHERIES CORP.

Together with application for investment permit, we apply for exemptions and relief specified in Section 27 of the Union of Myanmar Foreign Investment Law covering the following;

(a) income tax exemption for a period of five consecutive years including the year of commencement on commercial scale, moreover, in case where it is beneficial to the Union, income tax exemption or relief for suitable period depending upon the success of the business in which investment is made;

(b) exemptions or reliefs from income tax on profits of the business if they are maintained for re-investment in a reserve fund and re-invested therein within 1 year after the reserve is made;

(c) right to deduct depreciation from the profit, after computing as the rate of deducting depreciation stipulated by the Union, in respect of machinery, equipment, building or other capital assets used in the business for the purpose of income tax assessment;

(d) if the goods produced by any manufacturing business are exported, relief from income tax up to 50 percent on the profits accrued from the said export;

(e) right to pay income tax on the income of foreigners at the rates applicable to the citizens residing within the Union;

(f) right to deduct expenses from the assessable income, such expenses incurred in respect of research and development relating to the business which are actually required and are carried out within the Union;

(g) right to carry forward and set-off the loss up to 3 consecutive years from the year the loss is actually sustained within 2 years following the enjoyment of exemption or relief from income tax as contained in sub-section (a), for each business;

(h) exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction of business;

(i) exemption or relief from customs duty or other internal taxes or both on raw materials imported for production for the first three year after the completion of construction of business;

北京市丰台区南四环西路188号18区19号楼 邮编 (ZIP CODE): 100070 电话 (Tel): 010-83959988 传真 (Fax): 010-83959999

(j) if the volume of investment is increased with the approval of the Commission and the original investment business is expanded during the permitted period, exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery

components, spare parts and materials used in the business which are imported as they are actually required for use in the business expanded as such;

(k) exemption or relief from commercial tax on the goods produced for export

We hope our application will be received favorably by the Commission.

Faithfully yours,

杜全古

Mr.Quangu Du
The Promoter

北京市丰台区南四环西路188号18区19号楼 邮编 (ZIP CODE): 100070 电话 (Tel): 010-83959988 传真 (Fax): 010-83959999

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု
ပြုလုပ်ရန် ကမကထပြုသူ၏ ဆောင်ရွက်ရန်
အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE UNION OF MYANMAR

To

The Chairman,
The Union of Myanmar, Myanmar Investment Commission,
Yangon.

Reference No. CNFC / MIC / 2014 (002)
Date 23th April 2014

I wish to make investment in the Union of Myanmar in accordance with the Union of Myanmar Foreign Investment Law, and I herewith apply for permission furnishing the following particulars-

1. Promoter's -

(a)	Name	**Mr.Quangu Du**
(b)	Father's name	**Mr.Tu Xi Yun**
(c)	ID No./ National registration Card No./ Passport No.	**P.P No G43008340**
(d)	Citizenship	**Chinese**
(e)	Address	
	(i) Address in Myanmar	
	(ii) Residence abroad	**No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City**
(f)	Name of principal organization	**China National Fisheries Crop**
(g)	Type of business	**Manufacturing**
(h)	Principal company's address	**No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City**

2. If investment is to be made by joint-venture, the particulars of the persons wishing to participate in the Joint-Venture with the promoter-Partner 1

(a)	Name	-
(b)	Father's name	-
(c)	ID No./ National registration Card No./ Passport No.	-
(d)	Citizenship	-
(e)	Address	
	(i) Address in Myanmar	-
	(ii) Residence abroad	-

(f) Name of principal organization -
(g) Type of business -
(i) Principal company's address -

Remark: The following documents need to attach according to above paragraph (1) and (2).

(1) Passport Copy (Annex - 12)

3. Type of business in which investment is to be made-

(a)	Production	**Processing and Marketing of fish and marine products**
(b)	Services business related with manufacturing	-
(c)	Services	-
(d)	Others	-

Remark: Expression about the nature of business with regard to the above paragraph (3).

4. Type of business organization to be formed-

(a)	One hundred Percent	**Myanmar CNFC Company Limited**
(b)	Joint venture (1) Foreigner and Citizen:	
	(2) Foreigner and Government Department/ Organization:	-
(c)	By contractual basis (1) Foreigner and Citizen:	-
	(2) Foreigner and Government Department/ Organization:	-

Remark: The following information needs to attach for the above paragraph (4):-

(1) Share ratio for the authorized capital from abroad and local, names, citizenship, addresses, and occupations of directors; (Pls see Annex - 2)

5. Particulars relating to company incorporation-

(a)	Authorized capital	**Kyat 950 million (Equivalent US$ 1 million at the rate of 1US$=950Kyat)**
(b)	Types of shares	**Ordinary (Kyat 100,000/ share)**
(c)	Number of shares	**9500 shares**

Remark: **Memorandum of Association and Articles of Association of Moon Crab Company Limited (Pls see Annex - 12)**

6. Particulars relating to capital of the investment permit- (US$)

		Total
(a)	Amount of local capital to be contributed	-
(b)	Amount of foreign capital to be brought in	**500,000**
	Total	**500,000**

(c)	Annually or period of proposed capital to be brought in	**Within 1 year (After getting the MIC Permit)**
(d)	Last date of capital brought in	**Within 1 year (After getting the MIC Permit)**
(e)	Proposed duration of investment	**Initial 10 years and extendable and renewable for another period 5 years 2 times**
(f)	Commencement date of construction	**As soon as after getting MIC Permit**
(g)	Construction period / Renovation	**Within 1 year (After getting the MIC Permit)**

Remark: Describe with annexure if it is required for above Para 6(c).

(1) Investment Plan (Please see Annex - 2)

7. Details of foreign capital to be brôught in-

		Total (USD)
(a)	Value of Machineries, (to be imported)	**192,900**
(b)	Foreign Currency	**150,000**
(c)	Working Capital	**142,550**
(d)	Construction /Renovation Cost	
(e)	Office equipment purchase in Local	**14,550**
	Total	**500,000**

Remark: The value of permission shall be submitted for the above Para (e) and (f).

(1) List of Machinery to be Imported (Please see Annex - 4)

(2) Office Equipment Purchase in Local (Please see Annex - 4a)

8. Details of local capital to be contributed --

Kyat (Million)

(a)	Amount of cash	-
(b)	Value of machineries and equipment (to enclose detail statement)	-
(c)	Rental building for building/land	-
(d)	Cost of building construction	-
(e)	Value of furniture and asset (to enclose detail statement)	-
(e)	Value of initial raw materials requirement (to enclose detail statement)	-
(f)	Others	-
	Total	

9. Particulars about the investment business-

(a)	Investment location/ places	**Plot No - 32 , Block No . Part – 3 , Hlaing Tharyar Industrial Zone , Hlaing Tharyar Township ,Yangon Region**
	(i) Type and area requirement for land or land and building	**Total Area 2.011 Acres (8138.235 sq meter)**
	(ii) Number of land/ building and area	**Building Area 1.180 Acres (4775.295 sq meter)** **Land Area 0.831 Acres (3362.94 sq meter)**
	(iii) Owner of the land	**U Aung Hote Sein (a) U Aye Sein**
	(aa) Name/ Company/ Department	
	(bb) National Registration Card No.	**12/La Tha Na (Naing) 007902**
	(cc) Address	**No-56 , La Thar Street , 5 Quarter ,La Thar Township , Yangon Region**
	(iv) Type of land	**Industrial Land**
	(v) Period of Grant	**60 years**
	(vi) Lease period	**Initial 10 years and extendable and renewable for another period 5 years 2 times**
	(vii) Lease rate	
	(aa) Land	**US$ 4.5 / sq m**
	(bb) Building	**US$ 5.5/ sq m**
	(viii) Ward	**Hlaing Tharyar Industrial Zone**
	(ix) Township	**Hlaing Tharyar Township**

(x) State/ region	**Yangon Region**
(xi) Lessee	
(aa) Name/ Name of company/Dept	**Myanmar CNFC Company Limited**
(bb) Father's name	-
(cc) Citizenship	**To incorporated in Myanmar**
(dd) ID No./ Passport No.	-
(ee) Residence address	**Plot No - 32 , Block No . Part – 3 , Hlaing Tharyar Industrial Zone , Hlaing Tharyar Township ,Yangon Region**

(c)	Requirement of building to be constructed;	
	(i) type/ number, building	**Already Existing**
	(ii) area	**4775.295 sq m**
(d)	Product to be produced/ Service	
	(1) Name of product	**Ribbon Fish, White Pomfret Fish, Big Eye Crocker, Cuttle Fish, Long Tangue Sole**
	(2) Estimate amount to be produced annually	**2790 MT**
	(1) Type of service	**N/A**
	(2) Estimate value of service annually	**N/A**

Remark: Detail list shall be enclosed with regard to the above para 9 (d).

(e)	Annual requirement of material/ raw materials	**Annex - 5**
(f)	Production system	
(g)	Technology	
(h)	System of sales	**100% (Export)**
(i)	Annual fuel requirements (to prescribe type/quantity)	**Diesel (10000) gallon**
(e)	Annual electricity requirement	**315 KVA**
(f)	Annual water requirement (to prescribe daily requirement, if any)	**8000 gallon / day**

10. Detail information about financial standing

(a)	Name/ company name	**China National Fisheries Crop 99%** **Zhong Yu Global Seafood Corp 1%**
(b)	ID No./ Registration Card No./ Passport No.	**100000000024602(4-1)** **110000007570850**
(c)	Bank account number	**328660100100076459** **328660100100066349**

Remark: To enclose bank statement from resident country or annual audit report of the principal company with regard to the above para 10.

(i) Bank Balance Certificate (Please Annex - 12)

11. Number of personnel required for the proposed economic activity:-

(a) Local personnel **175 Person (For First Year)**

(b) Foreign personnel **6 Person (For First Year)**

(Production Technician, Technician of Quality Control and Assistance Technician, ect . based on the nature of business and required period)

Remark: As per para 11, the following information shall be enclosed:-

(i) Number of personnel, occupation, salary, etc.(Please see Annex - 7)

(ii) Social security and welfare arrangement for personnel (Please Annex - 12)

12. Particulars relating to economic justification-

		Foreign Currency	*Estimated Kyat Equivalent*
(a)	Annual income	**Annex - 6**	
(b)	Annual expenditure	**Annex - 8**	
(c)	Annual net profit	**Annex - 8**	
(d)	Yearly investments	**Annex - 2**	
(e)	Recoupment period	**Annex - 9**	
(f)	Other benefits (to enclose detail calculations)	Application letter	

13. Evaluation of environmental impact-

(a)	Organization for evaluation of environmental assessment	
(b)	Duration for evaluation of environmental assessment	
(c)	Compensation programme for environmental damages	
(d)	Water purification system and waste water treatment systems	
(e)	Waste management systems	
(f)	System for storage of chemical	

14. Evaluation of social impact assessments;

(a)	Evaluation on social impact assessments;	
(b)	Duration for evaluation of social impact assessment;	
(c)	Corporate social responsibility program	**Please See Attach**

Signature	
Name	**Mr.Quangu Du**
Designation	**The promoter**

Myanmar CNFC Company Limited

Annex - 1

List of Shareholder

Sr. No	Shareholders	Citizenship & Passport No	Address	Shares
1	China National Fisheries Crop	Registration No. 100000000024602(4-1)	No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City	99
2	Zhong Yu Global Seafood Corp	Registration No. 110000007570850	Floor 7, Building 19, Quarter 18, No.188 of Nansihuan West Road,Fengtai District,Beijing City	1

Myanmar CNFC Company Limited
List of Directors

Sr. No	Name of Executives	Citizenship & Passport No	Address	Designation
1	**China National Fisheries Crop**	Registration No. 100000000024602(4-1)	No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City	
	Represented by			
	(a) Mr.Quangu Du	Chinese P.P No G43008340	No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City	Managing Director
	(b) Mr.Shaohua Ye	Chinese P.P No P00923784	No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City	Director
2	**Zhong Yu Global Seafood Corp**	Registration No. 110000007570850	Floor 7, Building 19, Quarter 18, No.188 of Nansihuan West Road,Fengtai District,Beijing City	
	Represented by			
	(a) Mr.Xiqiang Xu	Chinese P.P No E00092382	Floor 7, Building 19, Quarter 18, No.188 of Nansihuan West Road,Fengtai District,Beijing City	Director

Annex -2

Myanmar CNFC Company Limited
Investment Plan

No	Particular	Total
1	Foreign Currency	150,000.00
2	Machinery and Equiments to be import	192,900.00
3	Furniture and Office Equipment	14,550.00
4	Working Capital	142,550.00
	TOTAL	500,000.00

Myanmar CNFC Company Limited

Land and Building Requirement

▪ Location	⇒	Plot No - 32 , Block No . Part - 3 , Hlaing Tharyar Industrial Zone , Hlaing Tharyar Township ,Yangon Region		
▪ Total Area	⇒	2.011 acres		(8138 .235 sq meter)
▪ Building	⇒			
▪ Building No-1	⇒	0.537 Acres	=	2173 .164 sq m
▪ Building No-2	⇒	0.597 Acres	=	2415.975 sq m
▪ Office	⇒	0.046 Acres	=	186.156 sq m
Total Building Area	⇒	**1.180 Acres**	**=**	**4775.295 sq m**

Rental Charges

▪ Building Area	⇒	**4775.295 sq m x US$ 5.5**	=	**$26,264**
▪ Land Area	⇒	**3362.94 sq m x US$ 4.5**	=	**$15,133**
				$41,397

Myanmar CNFC Company Limited

List of Machinery to be imported

No	Machine Name	Model No	Qty/Set	Unit Price (US$)	Amount (US$)
	Air Blast Room Body				
1	Double color steel sheet surfaces PU insulation panels	150mm thick	$235m^2$	42	9,870
2	Double color steel sheet surfaces 120mm thick PU manual sliding door	Door opening : 1.2m W*2.1 mH	2	1,500	3,000
3	PU slabs for the floor	150mm thick	$72m^2$	29	2,100
4	Release box		3	60	180
5	Installation materials		1	1,300	1,300
	Sub Total				**16,450**
	Main Refrigeration Equipments				
1	Piston Compressor with oil separator 70KW	S8-125-1	2	17,000	34,000
2	Evaporative Condenser (Stainless steel cover)	LNZ - 900	1	30,500	30,500
3	H-P liquid receiver	ZY 2.5	1	6,000	6,000
4	Intercooler	ZLI3.5	1	2,550	2,550
5	L-P liquid separator with ammonia pumps	ZWB - 2.5	1	19,000	19,000
6	Contact plate freezer	MPF-1200	2	21,200	42,400
7	Air cooler for 10T air blast room	PDBA550	2	11,000	22,000
	Sub Total				**156,450**
	Auxiliary Equipments:		1		20,000
	01 lot Control Cabinets: Use for refrigerating				
	Insulation layers for tube and equipment Protective layers for insulation				
	AMG Welding type iron valves for refrigerating system DANFOSS control valves for refrigeration system				
	<u>Pipes, Section steel and others:</u> - Seamless tube for refrigerating system - PVC tubes for water system - Profiled steels ,elbow - Wires , Cables				
	Total		**17**		**192,900**

Annex - 4a

Myanmar CNFC Company Limited

Office Equipment purchase in local

(US$)

No	Particular	A/U	Unit Price	Qty	Amount
1	Computer	set	500.00	8	4,000.00
2	Fax machine	set	250.00	2	500.00
3	Telephone	set	20.00	15	300.00
4	Furniture	set	100.00	20	2,000.00
5	Copier Machine	set	1,500.00	2	3,000.00
6	Printer	set	250.00	3	750.00
7	Air Conditioner	set	400.00	10	4,000.00
Total Amount					**14,550.00**

Annex-5

Myanmar CNFC Company Limited

Annual Raw material List purchase in local

Sr.	Name	Unit	Year - 1			Year - 2			Year - 3		
			Uint Price (Kyat)	Qty	Amount (Kyat)	Uint Price (Kyat)	Qty	Amount (Kyat)	Uint Price (Kyat)	Qty	Amount (Kyat)
1	Ribbon Fish	MT	700,000	1,500	1,050,000,000	770,000	1,650	1,270,500,000	808,500	1,815	1,467,427,500
2	White Pomfret Fish	MT	1,200,000	200	240,000,000	1,320,000	220	290,400,000	1,386,000	242	335,412,000
3	Big Eye Crocker	MT	1,300,000	500	650,000,000	1,430,000	550	786,500,000	1,501,500	605	908,407,500
4	Cuttle Fish	MT	1,250,000	500	625,000,000	1,375,000	550	756,250,000	1,443,750	605	873,468,750
5	Long Tangue Sole	MT	900,000	300	270,000,000	990,000	330	326,700,000	1,039,500	363	377,338,500
Total			5,350,000	3,000	2,835,000,000	5,885,000	3,300	3,430,350,000	6,179,250	3,630	3,962,054,250

Myanmar CNFC Company Limited

Annual Raw material List purchase in local

Sr.	Name	Unit	Year - 4			Year - 5			Year - 6		
			Uint Price (Kyat)	Qty	Amount (Kyat)	Uint Price (Kyat)	Qty	Amount (Kyat)	Uint Price (Kyat)	Qty	Amount (Kyat)
1	Ribbon Fish	MT	889,350	1,997	1,775,587,275	978,285	2,196	2,148,460,603	978,285	2,196	2,148,460,603
2	White Pomfret Fish	MT	1,524,600	266	405,848,520	1,677,060	293	491,076,709	1,677,060	293	491,076,709
3	Big Eye Crocker	MT	1,651,650	666	1,099,173,075	1,816,815	732	1,329,999,421	1,816,815	732	1,329,999,421
4	Cuttle Fish	MT	1,588,125	666	1,056,897,188	1,746,938	732	1,278,845,597	1,746,938	732	1,278,845,597
5	Long Tangue Sole	MT	1,143,450	399	456,579,585	1,257,795	439	552,461,298	1,257,795	439	552,461,298
Total			6,797,175	3,993	4,794,085,643	7,476,893	4,392	5,800,843,627	7,476,893	4,392	5,800,843,627

Myanmar CNFC Company Limited

Annual Raw material List purchase in local

Sr.	Name	Unit	Year - 7			Year - 8			Year - 9		
			Uint Price (Kyat)	Qty	Amount (Kyat)	Uint Price (Kyat)	Qty	Amount (Kyat)	Uint Price (Kyat)	Qty	Amount (Kyat)
1	Ribbon Fish	MT	978,285	2,196	2,148,460,603	978,285	2,196	2,148,460,603	978,285	2,196	2,148,460,603
2	White Pomfret Fish	MT	1,677,060	293	491,076,709	1,677,060	293	491,076,709	1,677,060	293	491,076,709
3	Big Eye Crocker	MT	1,816,815	732	1,329,999,421	1,816,815	732	1,329,999,421	1,816,815	732	1,329,999,421
4	Cuttle Fish	MT	1,746,938	732	1,278,845,597	1,746,938	732	1,278,845,597	1,746,938	732	1,278,845,597
5	Long Tangue Sole	MT	1,257,795	439	552,461,298	1,257,795	439	552,461,298	1,257,795	439	552,461,298
Total			7,476,893	4,392	5,800,843,627	7,476,893	4,392	5,800,843,627	7,476,893	4,392	5,800,843,627

Myanmar CNFC Company Limited

Annual Raw material List purchase in local

Sr.	Name	Unit	Year - 10		
			Uint Price (Kyat)	Qty	Amount (Kyat)
1	Ribbon Fish	MT	978,285	2,196	2,148,460,603
2	White Pomfret Fish	MT	1,677,060	293	491,076,709
3	Big Eye Crocker	MT	1,816,815	732	1,329,999,421
4	Cuttle Fish	MT	1,746,938	732	1,278,845,597
5	Long Tangue Sole	MT	1,257,795	439	552,461,298
Total			7,476,893	4,392	5,800,843,627

Myanmar CNFC Company Limited

Processed Fish and Export Income

No	Name	A/U	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6	Year-7	Year-8	Year-9	Year-10
	Processed Fish											
1	Ribbon Fish	MT	1,400	1,582	1,693	1,862	2,067	2,067	2,067	2,067	2,067	2,067
2	White Pomfret Fish	MT	180	203	218	239	266	266	266	266	266	266
3	Big Eye Crocker	MT	480	542	580	638	709	709	709	709	709	709
4	CuttleFish	MT	480	542	580	638	709	709	709	709	709	709
5	Long Tangue Sole	MT	250	283	302	333	369	369	369	369	369	369
	Total		**2,790**	**3,153**	**3,373**	**3,711**	**4,119**	**4,119**	**4,119**	**4,119**	**4,119**	**4,119**
	Export Price											
1	Ribbon Fish	US$/MT	900	1000	1200	1300	1400	1400	1400	1400	1400	1400
2	White Pomfret Fish	US$/MT	1500	1600	1700	1800	2000	2000	2000	2000	2000	2000
3	Big Eye Crocker	US$/MT	2200	2300	2400	2500	2700	2700	2700	2700	2700	2700
4	Cuttle Fish	US$/MT	1600	1700	1800	2000	2100	2100	2100	2100	2100	2100
5	Long Tangue Sole	US$/MT	1200	1300	1400	1500	1600	1600	1600	1600	1600	1600
	Export Income											
1	Ribbon Fish	US$	1,260,000	1,582,000	2,031,288	2,420,618	2,893,570	2,893,570	2,893,570	2,893,570	2,893,570	2,893,570
2	White Pomfret Fish	US$	270,000	325,440	369,985	430,923	531,472	531,472	531,472	531,472	531,472	531,472
3	Big Eye Crocker	US$	1,056,000	1,247,520	1,392,883	1,596,012	1,913,299	1,913,299	1,913,299	1,913,299	1,913,299	1,913,299
4	Cuttle Fish	US$	768,000	922,080	1,044,662	1,276,810	1,488,122	1,488,122	1,488,122	1,488,122	1,488,122	1,488,122
5	Long Tangue Sole	US$	300,000	367,250	423,185	498,754	590,524	590,524	590,524	590,524	590,524	590,524
	Total Amount	US$	**3,654,000**	**4,444,290**	**5,262,003**	**6,223,117**	**7,416,987**	**7,416,987**	**7,416,987**	**7,416,987**	**7,416,987**	**7,416,987**

Myanmar CNFC Company Limited

.Employment

Annex-7

Local Personnel Required

Sr.No	Name	Year -1			Year - 2			Year -3		
		Number of employee	Salary Per Month (Kyat)	Salary Per Year (Kyat)	Number of employee	Salary Per Month (Kyat)	Salary Per Year (Kyat)	Number of employee	Salary Per Month (Kyat)	Salary Per Year (Kyat)
1	Factory Manager	1	400,000	4,800,000	1	400,000	4,800,000	1	400,000	4,800,000
2	Translator	2	300,000	7,200,000	2	300,000	7,200,000	2	300,000	7,200,000
3	Accountant	2	250,000	6,000,000	2	250,000	6,000,000	2	250,000	6,000,000
4	Office staff	5	150,000	9,000,000	5	150,000	9,000,000	5	150,000	9,000,000
5	Clerk	5	120,000	7,200,000	5	120,000	7,200,000	5	120,000	7,200,000
6	Supervisor	10	180,000	21,600,000	15	180,000	32,400,000	15	180,000	32,400,000
7	Quality Control	15	100,000	18,000,000	30	100,000	36,000,000	30	100,000	36,000,000
8	Skill Worker	100	120,000	144,000,000	100	120,000	144,000,000	100	120,000	144,000,000
9	Unskill Worker	20	100,000	24,000,000	25	100,000	30,000,000	25	100,000	30,000,000
10	Cleaner	10	90,000	10,800,000	10	90,000	10,800,000	10	90,000	10,800,000
11	Security	3	90,000	3,240,000	3	90,000	3,240,000	3	90,000	3,240,000
12	Driver	2	120,000	2,880,000	2	120,000	2,880,000	2	120,000	2,880,000
	Total	**175**		258,720,000.00	200		293,520,000.00	200		293,520,000.00

Foreign Personnel Required

Sr.No	Name	Year -1			Year -2			Year -3		
		Number of employee	Salary Per Month (US$)	Salary Per Year (US$)	Number of employee	Salary Per Month (US$)	Salary Per Year (US$)	Number of employee	Salary Per Month (US$)	Salary Per Year (US$)
1	Techinican	6	1250	90,000	6	1250	90,000	6	1250	90,000
	Total	6		90,000	6		90,000	6		90,000

Myanmar CNFC Company Limited
.Employment

Local Personnel Required

Sr.No	Name	Year -4			Year - 5			Year - 6		
		Number of employee	Salary Per Month (Kyat)	Salary Per Year (Kyat)	Number of employee	Salary Per Month (Kyat)	Salary Per Year (Kyat)	Number of employee	Salary Per Month (Kyat)	Salary Per Year (Kyat)
1	Factory Manager	1	500,000	6,000,000	1	500,000	6,000,000	1	500,000	6,000,000
2	Translator	2	350,000	8,400,000	2	350,000	8,400,000	2	350,000	8,400,000
3	Accountant	2	300,000	7,200,000	2	300,000	7,200,000	2	300,000	7,200,000
4	Office staff	5	200,000	12,000,000	5	200,000	12,000,000	5	200,000	12,000,000
5	Clerk	5	130,000	7,800,000	5	130,000	7,800,000	5	130,000	7,800,000
6	Supervisor	15	200,000	36,000,000	15	200,000	36,000,000	15	200,000	36,000,000
7	Quality Control	30	120,000	43,200,000	30	120,000	43,200,000	30	120,000	43,200,000
8	Skill Worker	100	150,000	180,000,000	100	150,000	180,000,000	100	150,000	180,000,000
9	Unskill Worker	25	120,000	36,000,000	25	120,000	36,000,000	25	120,000	36,000,000
10	Cleaner	10	100,000	12,000,000	10	100,000	12,000,000	10	100,000	12,000,000
11	Security	3	100,000	3,600,000	3	100,000	3,600,000	3	100,000	3,600,000
12	Driver	2	150,000	3,600,000	2	150,000	3,600,000	2	150,000	3,600,000
	Total	200		355,800,000.00	200		355,800,000.00	200		355,800,000.00

Foreign Personnel Required

Sr.No	Name	Year -4			Year -5			Year -6		
		Number of employee	Salary Per Month (US$)	Salary Per Year (US$)	Number of employee	Salary Per Month (US$)	Salary Per Year (US$)	Number of employee	Salary Per Month (US$)	Salary Per Year (US$)
1	Techinican	6	1500	108,000	6	1500	108,000	6	1500	108,000
	Total	6		108,000	6		108,000	6		108,000

Myanmar CNFC Company Limited

.Employment

Local Personnel Required

Sr.No	Name	Year - 7			Year - 8			Year - 9		
		Number of employee	Salary Per Month (Kyat)	Salary Per Year (Kyat)	Number of employee	Salary Per Month (Kyat)	Salary Per Year (Kyat)	Number of employee	Salary Per Month (Kyat)	Salary Per Year (Kyat)
1	Factory Manager	1	500,000	6,000,000	1	500,000	6,000,000	1	500,000	6,000,000
2	Translator	2	350,000	8,400,000	2	350,000	8,400,000	2	350,000	8,400,000
3	Accountant	2	300,000	7,200,000	2	300,000	7,200,000	2	300,000	7,200,000
4	Office staff	5	200,000	12,000,000	5	200,000	12,000,000	5	200,000	12,000,000
5	Clerk	5	130,000	7,800,000	5	130,000	7,800,000	5	130,000	7,800,000
6	Supervisor	15	200,000	36,000,000	15	200,000	36,000,000	15	200,000	36,000,000
7	Quality Control	30	120,000	43,200,000	30	120,000	43,200,000	30	120,000	43,200,000
8	Skill Worker	100	150,000	180,000,000	100	150,000	180,000,000	100	150,000	180,000,000
9	Unskill Worker	25	120,000	36,000,000	25	120,000	36,000,000	25	120,000	36,000,000
10	Cleaner	10	100,000	12,000,000	10	100,000	12,000,000	10	100,000	12,000,000
11	Security	3	100,000	3,600,000	3	100,000	3,600,000	3	100,000	3,600,000
12	Driver	2	150,000	3,600,000	2	150,000	3,600,000	2	150,000	3,600,000
	Total	200		355,800,000.00	200		355,800,000.00	200		355,800,000.00

Foreign Personnel Required

Sr.No	Name	Year -7			Year -8			Year -9		
		Number of employee	Salary Per Month (US$)	Salary Per Year (US$)	Number of employee	Salary Per Month (US$)	Salary Per Year (US$)	Number of employee	Salary Per Month (US$)	Salary Per Year (US$)
1	Techinican	6	1500	108,000	6	1500	108,000	6	1500	108,000
	Total	6		108,000	6		108,000	6		108,000

Myanmar CNFC Company Limited

.Employment

Local Personnel Required

Sr.No	Name	Year - 10		
		Number of employee	Salary Per Month (Kyat)	Salary Per Year (Kyat)
1	Factory Manager	1	500,000	6,000,000
2	Translator	2	350,000	8,400,000
3	Accountant	2	300,000	7,200,000
4	Office staff	5	200,000	12,000,000
5	Clerk	5	130,000	7,800,000
6	Supervisor	15	200,000	36,000,000
7	Quality Control	30	120,000	43,200,000
8	Skill Worker	100	150,000	180,000,000
9	Unskill Worker	25	120,000	36,000,000
10	Cleaner	10	100,000	12,000,000
11	Security	3	100,000	3,600,000
12	Driver	2	150,000	3,600,000
	Total	200		355,800,000.00

Foreign Personnel Required

Sr.No	Name	Year -10		
		Number of employee	Salary Per Month (US$)	Salary Per Year (US$)
1	Techinican	6	1500	108,000
	Total	6		108,000

Myanmar CNFC Company Limited

Annex-8

Profit and Loss Statement

Particular	Year 1			Year 2			Year 3		
	US $	Kyats	Equ: US$	US $	Kyats	Equ: US$	US $	Kyats	Equ: US$
Income									
Income	3,654,000		3,654,000	4,444,290		4,444,290	5,262,003		5,262,003
Total income	3,654,000		3,654,000	4,444,290		4,444,290	5,262,003		5,262,003
Cost of Sale									
Raw material Purchase		2,835,000,000	2,984,211		3,430,350,000	3,610,895		3,962,054,250	4,170,583
Gross Profit	3,654,000	(2,835,000,000)	669,789	4,444,290	(3,430,350,000)	833,395	5,262,003	(3,962,054,250)	1,091,420
Labour Cost	90,000	258,720,000	362,337	90,000	293,520,000	398,968	90,000	355,800,000	464,526
Production Overhead Cost									
Electricity & Fule Charges	70,000		70,000	80,000		80,000	150,000		150,000
Repair and Maintenance	20,000		20,000	30,000		30,000	40,000		40,000
Agent Fee	20,000		20,000	30,000		30,000	50,000		50,000
Depreciation	20,745		20,745	20,745		20,745	20,745		20,745
Rental Expenses	41,397		41,397	41,397		41,397	41,397		41,397
Transportation	20,000		20,000	30,000		30,000	80,000		80,000
Miscelleneous	10,000		10,000	20,000		20,000	20,000		20,000
Total Production Cost	292,142	258,720,000	564,479	342,142	293,520,000	651,110	492,142	355,800,000	866,668
Administration Cost									
Administrative Overhead	20,000		20,000	30,000		30,000	33,000		33,000
Transportation	20,000		20,000	30,000		30,000	35,000		35,000
Telecomunication	10,000		10,000	10,000		10,000	20,000		20,000
Miscelleneous	10,000		10,000	20,000		20,000	30,000		30,000
Total Administration Overhead Cost	60,000	0	60,000	90,000	0	90,000	118,000	0	118,000
Total Production & Administrative Cost	352,142	258,720,000	624,479	432,142	293,520,000	741,110	610,142	355,800,000	984,668
Profit before tax	3,301,858	(3,093,720,000)	45,311	4,012,148	(3,723,870,000)	92,285	4,651,861	(4,317,854,250)	106,751
Provision for income-tax									
Net profit after tax	3,301,858	-3,093,720,000	45,311	4,012,148	-3,723,870,000	92,285	4,651,861	-4,317,854,250	106,751
Corporate social responsibility program			906			1,846			2,135

Myanmar CNFC Company Limited

Profit and Loss Statement

Particular	Year 4			Year 5			Year 6		
	US $	Kyats	Equ: US$	US $	Kyats	Equ: US$	US $	Kyats	Equ: US$
Income									
Income	6,223,117		6,223,117	7,416,987		7,416,987	7,416,987		7,416,987
Total income	6,223,117		6,223,117	7,416,987		7,416,987	7,416,987		7,416,987
Cost of Sale									
Raw material Purchase		4,794,085,643	5,046,406		5,800,843,627	6,106,151		5,800,843,627	6,106,151
Gross Profit	6,223,117	(4,794,085,643)	1,176,711	7,416,987	(5,800,843,627)	1,310,836	7,416,987	(5,800,843,627)	1,310,836
Labour Cost	108,000	355,800,000	482,526	108,000	355,800,000	482,526	108,000	355,800,000	482,526
Production Overhead Cost									
Electricity & Fule Charges	180,000		180,000	200,000		200,000	200,000		200,000
Repair and Maintenance	50,000		50,000	50,000		50,000	50,000		50,000
Agent Fee	60,000		60,000	70,000		70,000	70,000		70,000
Depreciation	20,745		20,745	20,745		20,745	20,745		20,745
Rental Expenses	41,397		41,397	41,397		41,397	41,397		41,397
Transportation	90,000		90,000	100,000		100,000	100,000		100,000
Miscelleneous	20,000		20,000	20,000		20,000	20,000		20,000
Total Production Cost	570,142	355,800,000	944,668	610,142	355,800,000	984,668	610,142	355,800,000	984,668
Administration Cost									
Administrative Overhead	36,300		36,300	39,930		39,930	39,930		39,930
Transportation	35,000		35,000	40,000		40,000	40,000		40,000
Telecomunication	20,000		20,000	30,000		30,000	30,000		30,000
Miscelleneous	30,000		30,000	40,000		40,000	40,000		40,000
Total Administration Overhead Cost	121,300	0	121,300	149,930	0	149,930	149,930	0	149,930
Total Production & Administrative Cost	691,442	355,800,000	1,065,968	760,072	355,800,000	1,134,598	760,072	355,800,000	1,134,598
Profit before tax	5,531,675	(5,149,885,643)	110,743	6,656,915	(6,156,643,627)	176,237	6,656,915	(6,156,643,627)	176,237
Provision for income-tax									44,059
Net profit after tax	5,531,675	-5,149,885,643	110,743	6,656,915	-6,156,643,627	176,237	6,656,915	-6,156,643,627	132,178
Corporate social responsibility program			2,215			3,525			2,644

Myanmar CNFC Company Limited

Profit and Loss Statement

Particular	Year 7			Year 8			Year 9		
	US $	Kyats	Equ: US$	US $	Kyats	Equ: US$	US $	Kyats	Equ: US$
Income									
Income	7,416,987		7,416,987	7,416,987		7,416,987	7,416,987		7,416,987
			0			0			0
Total income	**7,416,987**		**7,416,987**	**7,416,987**		**7,416,987**	**7,416,987**		**7,416,987**
Cost of Sale									
Raw material Purchase		5,800,843,627	6,106,151		5,800,843,627	6,106,151		5,800,843,627	6,106,151
Gross Profit	**7,416,987**	**(5,800,843,627)**	**1,310,836**	**7,416,987**	**(5,800,843,627)**	**1,310,836**	**7,416,987**	**(5,800,843,627)**	**1,310,836**
Labour Cost	108,000	355,800,000	482,526	108,000	355,800,000	482,526	108,000	355,800,000	482,526
Production Overhead Cost									
Electricity & Fule Charges	200,000		200,000	200,000		200,000	200,000		200,000
Repair and Maintenance	50,000		50,000	50,000		50,000	50,000		50,000
Agent Fee	70,000		70,000	70,000		70,000	70,000		70,000
Depreciation	20,745		20,745	20,745		20,745	20,745		20,745
Rental Expenses	41,397		41,397	41,397		41,397	41,397		41,397
Transportation	100,000		100,000	100,000		100,000	100,000		100,000
Miscelleneous	20,000		20,000	20,000		20,000	20,000		20,000
Total Production Cost	**610,142**	**355,800,000**	**984,668**	**610,142**	**355,800,000**	**984,668**	**610,142**	**355,800,000**	**984,668**
Administration Cost									
Administrative Overhead	39,930		39,930	39,930		39,930	39,930		39,930
Transportation	40,000		40,000	40,000		40,000	40,000		40,000
Telecomunication	30,000		30,000	30,000		30,000	30,000		30,000
Miscelleneous	40,000		40,000	40,000		40,000	40,000		40,000
Total Administration Overhead Cost	**149,930**	0	**149,930**	**149,930**	0	149,930	**149,930**	0	**149,930**
Total Production & Administrative Cost	**760,072**	355,800,000	**1,134,598**	**760,072**	355,800,000	**1,134,598**	**760,072**	355,800,000	**1,134,598**
Profit before tax	**6,656,915**	**(6,156,643,627)**	**176,237**	**6,656,915**	**(6,156,643,627)**	**176,237**	**6,656,915**	**(6,156,643,627)**	**176,237**
Provision for income-tax			44,059			44,059			44,059
Net profit after tax	**6,656,915**	**-6,156,643,627**	**132,178**	**6,656,915**	**-6,156,643,627**	**132,178**	**6,656,915**	**-6,156,643,627**	**132,178**
Corporate social responsibility program			**2,644**			**2,644**			**2,644**

Myanmar CNFC Company Limited

Profit and Loss Statement

Particular	Year 10		
	US $	Kyats	Equ: US$
Income			
Income	7,416,987		7,416,987
			0
Total income	**7,416,987**		**7,416,987**
Cost of Sale			
Raw material Purchase		5,800,843,627	6,106,151
Gross Profit	**7,416,987**	**(5,800,843,627)**	**1,310,836**
Labour Cost	108,000	355,800,000	482,526
Production Overhead Cost			
Electricity & Fule Charges	200,000		200,000
Repair and Maintenance	50,000		50,000
Agent Fee	70,000		70,000
Depreciation	20,745		20,745
Rental Expenses	41,397		41,397
Transportation	100,000		100,000
Miscelleneous	20,000		20,000
Total Production Cost	**610,142**	**355,800,000**	**984,668**
Administration Cost			
Administrative Overhead	39,930		39,930
Transportation	40,000		40,000
Telecomunication	30,000		30,000
Miscelleneous	40,000		40,000
Total Administration Overhead Cost	**149,930**	**0**	**149,930**
Total Production & Administrative Cost	**760,072**	**355,800,000**	**1,134,598**
Profit before tax	**6,656,915**	**(6,156,643,627)**	**176,237**
Provision for income-tax			44,059
Net profit after tax	**6,656,915**	**-6,156,643,627**	**132,178**
Corporate social responsibility program			**2,644**

Myanmar CNFC Company Limited
Depreciation Schedule

(US$)

No	Particular	Life	Original Value	Depreciation Amount
1	Machinery and Equiments to be import	10 Year	192,900.00	19,290.00
2	Furniture and Office Equipment	10 Year	14,550.00	1,455.00
	Total Amount		**207,450.00**	**20,745.00**

Myanmar CNFC Company Limited

Cash Flow Statement

Annex-9

Particular	Construction	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Cash in Flow	-	66,056	113,030	127,496	131,488	196,982	152,923
Net profit after tax		45,311	92,285	106,751	110,743	176,237	132,178
Depreciation		20,745	20,745	20,745	20,745	20,745	20,745
Cash out Flow	500,000		-	-	-	-	-
Investment	500,000						
Net cash Flow	(500,000)	66,056	113,030	127,496	131,488	196,982	152,923
Accumulated Cash Flow	(500,000)	(433,944)	(320,915)	(193,418)	(61,931)	135,052	287,975

Recoupment Period = 4 years 4 months

Myanmar CNFC Company Limited
Cash Flow Statement

Particular	Year 7	Year 8	Year 9	Year 10
Cash in Flow	152,923	152,923	152,923	152,923
Net profit after tax	132,178	132,178	132,178	132,178
Depreciation	20,745	20,745	20,745	20,745
Cash out Flow	-	-	-	-
Investment				
Net cash Flow	152,923	152,923	152,923	152,923
Accumulated Cash Flow	440,898	593,821	746,744	899,667

Recoupment Period = 4 years 4 months

Statement of Provision for Impairment of Assets

Business Finance Table07	
Currency Unit: RMB Yuan	

Name of Enterprise: China National Fisheries Corporation

Dec. 31, 2011

[illegible]	Line No.	[illegible]	[illegible]	[illegible]	[illegible]	Total	[illegible]	[illegible]	[illegible]	[illegible]	Total	Book balance at the end of the period	Item / Supplementary information	Line No.	Amount
I. Bad debt provision	1	6,939,343.82	-4,460,704.20		3,975,519.17	-485,185.03						6,454,158.79	Ⅰ.Assets losses in suspense (enterprise of executing industrial accounting system)	17	
II. Provision for inventories	2	455,101.02	2,754,344.17			2,754,344.17						3,209,445.19	(Ⅰ)Current assets net loss	18	
III. Provision for impairment of available-for-sale financial assets	3												Including: Bad debts loss	19	
IV. Provision for impairment of held-to-maturity investment	4												Loss on inventory	20	
V. Provision for impairment of long-term equity investment	5						—						loss on short-term investment	21	
VI. Provision for impairment of investment property	6						—						(ii)Net loss on fixed assets	22	
VII. Provision for impairment of fixed assets	7	42,484,948.62	742,588.64			742,588.64	—	4,396,884.13			4,396,884.13	38,830,653.13	including:Fixed asset inventory shortage	23	
VIII. Provision for impairment of construction materials	8						—						Fixed asset inventory surplus	24	
IX. Provision for impairment of construction in progress	9						—						Fixed asserts spoilage &obsolete	25	
X. Provision for impairment of productive biological assets	10						—						(iii)Loss on long-term investment	26	
XI. Provision for impairment of oil and gas assets	11						—						(iv)loss on intangible assets	27	
XII. Provision for impairment of intangible assets	12						—						(v)Loss on construction-in-progress project	28	
XIII. Provision for impairment of business reputation	13						—						(vi)loss on entrust loans	29	
XIV. Provision for impairment of others	14												Ⅱ.Policy of hold account	30	
[illegible]	15												Ⅲ.Loss and hold account of previous year is disposed by current year	31	
[illegible]	16	49,879,393.46	-963,771.39	0.00	3,975,519.17	3,011,747.78		4,396,884.13			4,396,884.13	48,494,257.11	including: loss on hold account of previous year is disposed by current year	32	
							0.00								

NOTARIAL CERTIFICATE

(Translation)

(2013) J.F.Z.W.J.Z.Zi, No.01558

Applicant: China National Fisheries Corp., Address: No. 31 Minfeng Hutong, Xidan of Xicheng District, Beijing.

Legal Representative: Wu Xiangfeng, male, was born on Apr. 13, 1955, ID Card No.: 110102195504130017.

Authorized Agent: Song Ying, female, was born on Aug. 9, 1974, ID Card No.: 110102197408092320.

Issue under notarization: Seal

This is to certify that the Seal of China National Fisheries Corp. affixed on the foregoing Audit Report is authentic.

Notary: Xue Zhongping

Beijing Fangzheng Notary Public Office

The People's Republic of China

Nov. 29, 2013

I I 57242178

国水[illegible]公司2017年审计报告　缅甸

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缅甸　EDC

公　证　书

中华人民共和国北京市方正公证处

中审亚太会计师事务所有限公司
China Audit Asia Pacific Certified Public Accountants Co.,Ltd.

审计报告
AUDIT REPORT

中国水产总公司
2012年度财务报表审计

中国·北京
BEIJING CHINA

目　录

审 计 报 告

中审亚太审字(2013)010024-4-1号

中国水产总公司：

我们审计了后附的中国水产总公司（以下简称贵公司）财务报表，包括2012年12月31日的资产负债表，2012年度的利润表、现金流量表、所有者权益变动表，以及财务报表附注。

一、管理层对财务报表的责任

编制和公允列报财务报表是贵公司管理层的责任，这种责任包括：（1）按照企业会计准则的规定编制财务报表，并使其实现公允反映；（2）设计、执行和维护必要的内部控制，以使财务报表不存在由于舞弊或错误导致的重大错报。

二、注册会计师的责任

我们的责任是在执行审计工作的基础上对财务报表发表审计意见。我们按照中国注册会计师审计准则的规定执行了审计工作。中国注册会计师审计准则要求我们遵守中国注册会计师职业道德守则，计划和执行审计工作以对财务报表是否不存在重大错报获取合理保证。

审计工作涉及实施审计程序，以获取有关财务报表金额和披露的审计证据。选择的审计程序取决于注册会计师的判断，包括对由于舞弊或错误导致的财务报表重大错报风险的评估。在进行风险评估时，注册会计师考虑与财务报表编制和公允列报相关的内部控制，以设计恰当的审计程序，但目的并非对内部控制的有效性发表意见。审计工作还包括评价管理层选用会计政策的恰当性和作出会计估计的合理性，以及评价财务报表的总体列报。

我们相信，我们获取的审计证据是充分、适当的，为发表审计意见提供了基础。

三、审计意见

我们认为，贵公司财务报表在所有重大方面按照企业会计准则的规定编制，公允反映了贵公司2012年12月31日的财务状况以及2012年度的经营成果和现金流量。

中审亚太会计师事务所有限公司

中国注册会计师：李鸿敏

中国注册会计师：刘学远

中国·北京市

二〇一三年四月二十日

资产负债表

企财01表

编制单位：中国水产总公司　　　　2012年12月31日　　　　金额单位：元

	—	—		—	—
	837,957,574.83	389,872,903.36		129,749,873.55	192,398,459.17
	60,768,830.94	100,000.00			
	140,505,295.44	65,746,258.95			
	56,873,098.06	32,685,553.98		354,349,443.93	101,539,311.75
				54,499,856.43	94,545,688.64
				352,436,884.81	145,330,308.18
				329,771,248.26	128,359,421.31
	91,670,457.54	19,292,253.53			
	811,878,622.84	334,305,330.55		3,580,847.37	5,317,560.89
	132,819,052.86	81,329,318.38		3,554,866.93	5,317,560.89
	669,041,690.63	247,703,514.20		1,156,711.11	
				346,389,451.71	326,742,283.59
	1,999,653,879.65	842,002,300.37			
	—	—			
				5,000,000.00	
					8,776,026.78
	52,600,998.14	439,359,698.47		1,247,163,068.91	874,649,639.00
				—	—
	3,308,589,657.55	1,481,113,694.48		277,112,850.00	100,902,546.88
	1,849,097,885.73	409,599,874.18			
	1,459,491,771.82	1,071,513,820.30		124,160,000.00	124,160,000.00
	61,922,161.90	38,830,653.13		787,531.07	45,745.90
	1,397,569,609.92	1,032,683,167.17		800,923.07	966,910.31
	291,062,023.66	47,479,460.31			
				174,600,000.00	
				577,461,304.14	226,075,203.09
				1,824,624,373.06	1,100,724,842.09
	210,846,192.23	206,987,277.15		—	—
				286,091,801.95	97,811,801.95
	3,000,000.00	3,000,000.00		286,091,801.95	97,811,801.95
	24,968,865.54	51,280,542.24		286,091,801.95	97,811,801.95
	1,980,047,689.49	1,780,790,145.34			
				286,091,801.95	97,811,801.95
				284,211,637.13	284,211,637.13
				511,260,839.56	511,260,839.56
				461,968,681.18	461,968,681.18
				49,292,158.38	49,292,158.38
				1,045,238,306.54	611,102,070.91
				1,838,762.36	2,323,593.25
				2,128,641,347.54	1,506,709,942.80
				26,435,848.55	15,357,660.82

利润表

企财02表

编制单位：中国水产总公司　　　　2012年度　　　　金额单位：元

项目	行次	本期金额	上期金额	项目	行次	本期金额	上期金额	
一、营业总收入	1	2,149,233,149.88	1,349,580,432.08	其他	28			
其中：营业收入	2	2,149,233,149.88	1,349,580,432.08	加：公允价值变动收益（损失以"－"号填列）	29			
其中：主营业务收入	3	2,045,924,233.15	1,329,183,673.88	投资收益（损失以"－"号填列）	30	17,452,231.21	8,243,040.84	
其他业务收入	4	103,308,916.73	20,396,758.20	其中：对联营企业和合营企业的投资收益	31			
△利息收入	5			△汇兑收益（损失以"－"号填列）	32			
△已赚保费	6			三、营业利润（亏损以"－"号填列）	33	-274,041,566.47	-136,996,960.49	
△手续费及佣金收入	7			加：营业外收入	34	839,120,679.09	402,227,327.98	831,535,017.29
二、营业总成本	8	2,440,726,947.56	1,494,820,433.41	其中：非流动资产处置利得	35	1,369,346.91	16,626,972.04	833,561,067.00
其中：营业成本	9	2,140,412,336.32	1,285,588,330.45	非货币性资产交换利得	36			-2,055,868.62
其中：主营业务成本	10	2,015,011,079.39	1,239,694,463.16	政府补助	37	833,561,067.00	384,277,469.79	29,818.91
其他业务成本	11	125,401,256.93	45,893,867.29	债务重组利得	38			
△利息支出	12			减：营业外支出	39	7,585,661.80	7,623,759.80	
△手续费及佣金支出	13			其中：非流动资产处置损失	40	3,425,215.53	528,287.11	
△退保金	14			非货币性资产交换损失	41			
△赔付支出净额	15			债务重组损失	42			
△提取保险合同准备金净额	16			四、利润总额（亏损总额以"－"号填列）	43	557,493,450.82	257,606,607.69	
△保单红利支出	17			减：所得税费用	44	2,627,946.68	6,170,583.17	
△分保费用	18			五、净利润（净亏损以"－"号填列）	45	554,865,504.14	251,436,024.52	
营业税金及附加	19	4,339,162.24	1,718,073.56	归属于母公司所有者的净利润	46	536,963,373.79	246,263,571.93	
销售费用	20	77,863,437.51	47,384,784.99	*少数股东损益	47	17,902,130.35	5,172,452.59	
管理费用	21	181,337,537.94	137,746,958.77	六、每股收益：	48	——	——	
其中：研究与开发费	22	22,566.35		基本每股收益	49			
财务费用	23	12,290,679.43	23,346,057.03	稀释每股收益	50			
其中：利息支出	24	13,600,428.88	14,138,809.09	七、其他综合收益	51	1,838,762.36	2,323,593.25	
利息收入	25	7,584,431.00	4,479,622.17	八、综合收益总额	52	556,704,266.50	253,759,617.77	
汇兑净损失（净收益以"－"号填列）	26	-1,182,745.31	11,111,193.46	归属于母公司所有者的综合收益总额	53	538,802,136.15	248,587,165.18	
资产减值损失	27	24,483,794.12	-963,771.39	*归属于少数股东的综合收益总额	54	17,902,130.35	5,172,452.59	

注:表中带*科目为合并会计报表专用；加△楷体项目为金融类企业专用。

现金流量表

企财03表

编制单位：中国水产总公司　　　　2012年度　　　　金额单位：元

项目	行次	本期金额	上期金额	项目	行次	本期金额	上期金额
一、经营活动产生的现金流量：	1	——	——	处置固定资产、无形资产和其他长期资产所收回的现金净额	30		6,721,442.08
销售商品、提供劳务收到的现金	2	2,182,996,679.21	1,392,254,718.13	处置子公司及其他营业单位收回的现金净额	31		
△客户存款和同业存放款项净增加额	3			收到其他与投资活动有关的现金	32		
△向中央银行借款净增加额	4			投资活动现金流入小计	33	1,500,000.00	8,371,442.08
△向其他金融机构拆入资金净增加额	5			购建固定资产、无形资产和其他长期资产所支付的现金	34	243,582,563.36	101,621,627.86
△收到原保险合同保费取得的现金	6			投资支付的现金	35		
△收到再保险业务现金净额	7			△质押贷款净增加额	36		
△保户储金及投资款净增加额	8			取得子公司及其他营业单位支付的现金净额	37		
△处置交易性金融资产净增加额	9			支付其他与投资活动有关的现金	38		
△收取利息、手续费及佣金的现金	10			投资活动现金流出小计	39	243,582,563.36	101,621,627.86
△拆入资金净增加额	11			投资活动产生的现金流量净额	40	-242,082,563.36	-93,250,185.78
△回购业务资金净增加额	12			三、筹资活动产生的现金流量：	41	——	——
收到的税费返还	13	1,940,297.57	4,646,261.20	吸收投资收到的现金	42	188,280,000.00	
收到其他与经营活动有关的现金	14	1,008,161,067.00	540,611,634.06	其中：子公司吸收少数股东投资收到的现金	43		
经营活动现金流入小计	15	3,193,098,043.78	1,937,512,613.39	取得借款收到的现金	44	477,166,739.69	355,388,047.87
购买商品、接受劳务支付的现金	16	2,222,763,051.67	1,318,180,182.79	△发行债券收到的现金	45		
△客户贷款及垫款净增加额	17			收到其他与筹资活动有关的现金	46		
△存放中央银行和同业款项净增加额	18			筹资活动现金流入小计	47	665,446,739.69	355,388,047.87
△支付原保险合同赔付款项的现金	19			偿还债务所支付的现金	48	404,364,907.86	407,938,033.70
△支付利息、手续费及佣金的现金	20			分配股利、利润或偿付利息所支付的现金	49	123,131,800.00	51,351,938.28
△支付保单红利的现金	21			其中：子公司支付给少数股东的股利、利润	50		
支付给职工以及为职工支付的现金	22	239,940,796.82	238,655,293.27	支付其他与筹资活动有关的现金	51		
支付的各项税费	23	19,869,450.78	12,894,128.52	筹资活动现金流出小计	52	527,496,707.86	459,289,971.98
支付其他与经营活动有关的现金	24	158,307,541.51	109,667,440.33	筹资活动产生的现金流量净额	53	137,950,031.83	-103,901,924.11
经营活动现金流出小计	25	2,640,880,840.78	1,679,397,044.91	四、汇率变动对现金及现金等价物的影响	54		
经营活动产生的现金流量净额	26	552,217,203.00	258,115,568.48	五、现金及现金等价物净增加额	55	448,084,671.47	60,963,458.59
二、投资活动产生的现金流量：	27	——	——	加：期初现金及现金等价物余额	56	389,872,903.36	328,909,444.77
收回投资收到的现金	28			六、期末现金及现金等价物余额	57	837,957,574.83	389,872,903.36
取得投资收益收到的现金	29	1,500,000.00	1,650,000.00		58		

注：加△楷体项目为金融类企业专用。

合并所有者权益变动表

企财04表

编制单位：中国水产总公司　　　　2012年度　　　　金额单位：元

项目	行次	本年金额											上年金额										
		归属于母公司所有者权益									少数股东权益	所有者权益合计	归属于母公司所有者权益									少数股东权益	所有者权益合计
		实收资本（或股本）	资本公积	减:库存股	专项储备	盈余公积	一般风险准备	未分配利润	其他	小计			实收资本（或股本）	资本公积	减:库存股	专项储备	盈余公积	一般风险准备	未分配利润	其他	小计		
栏次	—	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
一、上年年末余额	1	97,811,801.95	284,211,637.13			511,280,839.56		611,102,070.91	2,323,593.25	1,506,709,942.80	15,357,660.82	1,522,067,603.62	97,811,801.95	284,211,637.13	-	-	511,280,839.56	-	405,815,916.25	1,571,358.47	1,300,471,551.36	-12,845,906.15	1,287,625,645.21
加：会计政策变更	2												—	—	—	—	—	—	—	—	—	—	—
前期差错更正	3							21,713,468.32	-2,323,593.25	19,389,875.07	-6,823,942.62	12,565,932.45	—	—	—	—	—	—	—	—	—	—	—
二、本年年初余额	4	97,811,801.95	284,211,637.13	-	-	511,280,839.56	-	632,815,539.23	-	1,526,099,817.87	8,533,718.20	1,534,633,536.07	97,811,801.95	284,211,637.13	-	-	511,280,839.56	-	405,815,916.25	1,571,358.47	1,300,471,551.36	-12,845,906.15	1,287,625,645.21
三、本年增减变动金额（减少以"-"号填列）	5	188,280,000.00	-	-	-	-	-	412,422,767.31	1,838,782.36	602,541,529.67	17,902,130.35	620,443,660.02	-	-	-	-	-	-	205,486,154.66	752,236.78	206,238,391.44	28,203,566.97	234,441,958.41
（一）净利润	6	—	—	—	—	—	—	536,963,373.79	—	536, 963, 373. 79	17,902,130.35	554,865,504.14	—	—	—	—	—	—	246,263,571.93	—	246,263,571.93	5,172,452.59	251,436,024.52
（二）其他综合收益	7								1,838,782.36	1,838,782.36		1,838,782.36	-	-	-	-	-	-	-	-	-	-	-
综合收益小计	8							536,963,373.79	1,838,782.36	538,802,136.15	17,902,130.35	556,704,266.50	-	-	-	-	-	-	246,263,571.93	-	246,263,571.93	5,172,452.59	251,436,024.52
（三）所有者投入和减少资本	9	188,280,000.00								188,280,000.00		188,280,000.00	-	-	-	-	-	-	-	-	-	-	-
1.所有者投入资本	10	188,280,000.00		—	—	—	—	—	—	188,280,000.00		188,280,000.00	-	-	—	—	—	—	—	—	-	-	-
2.股份支付计入所有者权益的金额	11			—	—	—	—	—	—				-	-	—	—	—	—	—	—	-	-	-
3.其他	12												-	-	-	-	-	-	-	-	-	-	-
（四）专项储备提取和使用	13												-	-	-	-	-	-	-	-	-	-	-
1.提取专项储备	14	—	—	—		—	—	—	—				—	—	—	-	—	—	—	—	-	-	-
2.使用专项储备	15	—	—	—		—	—	—	—				—	—	—	-	—	—	—	—	-	-	-
（五）利润分配	16							124,540,606.48		124,540,606.48		124,540,606.48	-	-	-	-	-	-	-40,777,417.27	752,236.78	-40,025,180.49	23,031,114.38	-16,994,066.11
1.提取盈余公积	17												-	-	-	-	-	-	-	-	-	-	-
其中：法定公积金	18	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
任意公积金	19	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
#储备基金	20	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
#企业发展基金	21	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
#利润归还投资	22	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
2.提取一般风险准备	23	—	—	—	—	—			—		—		—	—	—	—	—	-	-	—	-	—	-
3.对所有者（或股东）的分配	24	—	—	—	—	—	—	124,540,606.48	—	124,540,606.48		124,540,606.48	—	—	—	—	—	—	-40,777,417.27	—	-40,777,417.27	-	-40,777,417.27
4.其他	25												-	-	-	-	-	-	-	752,236.78	752,236.78	23,031,114.38	23,783,351.16
（六）所有者权益内部结转	26												-	-	-	-	-	-	-	-	-	-	-
1.资本公积转增资本（或股本）	27			—	—	—	—	—	—		—		-	-	—	—	—	—	—	—	-	—	-
2.盈余公积转增资本（或股本）	28		—	—	—		—	—	—		—		-	—	—	—	-	—	—	—	-	—	-
3.盈余公积弥补亏损	29	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
4.其他	30												-	-	-	-	-	-	-	-	-	-	-
四、本年年末余额	31	286,091,801.95	284,211,637.13	-	-	511,280,839.56	-	1,045,238,306.54	1,838,782.36	2,128,641,347.54	26,435,848.55	2,155,077,196.09	97,811,801.95	284,211,637.13	-	-	511,280,839.56	-	611,102,070.91	2,323,593.25	1,506,709,942.80	15,357,660.82	1,522,067,603.62
													-	-	-	-	-	-	-0.00	-	-0.00	-	-0.00

资产减值准备情况表

编制单位：中国水产总公司

2012年12月31日

项目	行次	年初账面余额	本期增加额				本期减少额					期末账面余额
			本期计提额	合并增加额	其他原因增加额	合计	资产价值回升转回额	转销额	合并减少额	其他原因减少额	合计	
栏次	—	1	2	3	4	5	6	7	8	9	10	11
一、坏账准备	1	6,454,158.79	949,674.94		14,151,957.60	15,101,632.54	9,007,615.33					12,548,176.00
二、存货跌价准备	2	3,209,445.19	9,364,575.26			9,364,575.26	7,440.38	1,727,319.75			1,734,760.13	10,839,260.32
三、可供出售金融资产减值准备	3											
四、持有至到期投资减值准备	4											
五、长期股权投资减值准备	5						—					
六、投资性房地产减值准备	6						—					
七、固定资产减值准备	7	38,830,653.13	23,184,599.63			23,184,599.63	—			93,090.86	93,090.86	61,922,161.90
八、工程物资减值准备	8						—					
九、在建工程减值准备	9						—					
十、生产性生物资产减值准备	10						—					
十一、油气资产减值准备	11						—					
十二、无形资产减值准备	12						—					
十三、商誉减值准备	13						—					
十四、其他减值准备	14											
	15											
合计	16	48,494,257.11	33,498,849.83	0.00	14,151,957.60	47,650,807.43	9,015,055.71	1,727,319.75		93,090.86	10,835,466.32	85,309,598.22

0.00

公　　　证　　　书

（2013）京方正外经证字第 01559 号

申请人：中国水产总公司，住所：北京市西城区西单民丰胡同 31 号。

法定代表人：吴湘峰，男，一九五五年四月十三日出生，公民身份号码：110102195504130017。

委托代理人：宋英，女，一九七四年八月九日出生，公民身份号码：110102197408092320。

公证事项：印鉴

兹证明前面的《审计报告》上所盖的中国水产总公司之印鉴属实。

中华人民共和国北京市方正公证处

公证员

二〇一三年十一月二十九日

Ⅱ 57242179

Contents

Audit Report

ZSYTS Zi (2013) No.010024-4-1

To China National Fisheries Corp.,

We have audited the accompanying financial statements of China National Fisheries Corp. (the "Company") as of December 31, 2012 and the related profit statement, cash flow statement and statement of changes in equity for the year then ended, and a summary of other explanatory notes.

1. Management's Responsibility for the Financial Statements

The management of your company is responsible for the preparation and fair presentation of these financial statements. This responsibility includes: (i) preparing these financial statements in accordance with the *Accounting Standards for Business Enterprises* and presenting them in a fair way; (ii) designing, implementing and maintaining necessary internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

2. Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with the *Standards on Auditing for Certified Public Accountants*. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Beijing institute of certified public accountant
BICPA
13A 196384
17055412
75856203

3. Opinion

In our opinion, the consolidated financial statements give a true and fair view of the financial position of the Company as of December 31, 2012, and of its consolidated financial performance and consolidated cash flow statement for the year 2012 then ended in accordance with the *Accounting Standards for Business Enterprises*.

China Audit Asia Pacific Certified Public Accountants Co., Ltd.

Certified Public Accountants of China
Li Hongmin
00762210

Beijing, China

Certified Public Accountants of China:

Li Hongmin

China Audit Asia Pacific Certified Public Accountants Co., Ltd.

Certified Public Accountants of China
Liu Xueyuan
02040040

Certified Public Accountants of China:

Liu Xueyuan

April 20, 2013

Balance Sheet

Business Finance Table01

Name of Enterprise: China National Fisheries Corporation   December 31,2012   Currency Unit: RMB Yuan

Items	Line No.	Ending Balance	Beginning Balance	Items	Line No.	Ending Balance	Beginning Balance
Current assets:		—	—	Current liability:		—	—
Money fund	2	837,957,574.83	389,872,903.36	Short-term borrowings		129,749,873.55	192,398,459.17
△Deposit reservation for balance				△Borrowings from Central Bank			
△Lending capital				△Deposits taking and interbank deposit			
Trading financial assets				△Borrowing capital			
Notes receivable		60,768,830.94	100,000.00	Trading financial liabilities			
Accounts receivable		140,505,295.44	65,746,258.95	Notes payable			
Prepaid accounts		56,873,098.06	32,685,553.98	Accounts payable		354,349,443.93	101,539,311.75
△Receivable premium				Accounts received in advance		54,499,856.43	94,545,688.64
△Receivable reinsurance accounts				△Financial assets sold for repurchase			
△Provisions of reinsurance contract receivable				△Handling charges and commissions payable			
Interest receivable				Payroll payable		352,436,884.81	145,330,308.18
Dividend receivable				Including: wages payable		329,771,248.26	128,359,421.31
Other accounts receivable		91,670,457.54	19,292,253.53	Accrued welfare			
△Financial assets purchased under resale agreements				Including: Staff and workers' bonus and welfare fund			
Stock		811,878,622.84	334,305,330.55	Taxes payable		3,580,847.37	5,317,560.89
Including: Raw material		132,819,052.86	81,329,318.38	Including: taxes payable		3,554,866.93	5,317,560.89
Inventory (finished goods)		669,041,690.63	247,703,514.20	Interest payable		1,156,711.11	
Non-current assets due within one year				Dividend payable			
Other current assets				Other accounts payable		346,389,451.71	326,742,283.59
Total current assets		1,999,653,879.65	842,002,300.37	△Reinsurance accounts payable			
Non-current assets:		—	—	△Provisions for insurance contracts			
△Loans and payments on behalf				△Acting trading securities			
Available-for-sale financial assets				△Acting underwriting securities			
Held-to-maturity investment				Non-current liabilities due within one year		5,000,000.00	
Long-term receivables				Other current liabilities			8,776,026.78
Long-term equity investment		52,600,998.14	439,359,698.47	Total current liabilities		1,247,163,068.91	874,649,639.00
Investment real estate	28			Non-current liability:		—	—
Fixed assets original price	29	3,308,589,657.55	1,481,113,694.48	Long-term borrowings		277,112,850.00	100,902,546.88
Minus: Accumulated depreciation	30	1,849,097,885.73	409,599,874.18	Bonds payable			
Fixed assets net value	31	1,459,491,771.82	1,071,513,820.30	Long-term payables		124,160,000.00	124,160,000.00
Minus: Fixed assets impairment provision		61,922,161.90	38,830,653.13	Accounts payable for specialized funds		787,531.07	45,745.90
Net fixed assets		1,397,569,609.92	1,032,683,167.17	Estimated liabilities		800,923.07	966,910.31
Construction in progress		291,062,023.66	47,479,460.31	Deferred income tax liabilities			
Engineering material				Other non-current liabilities		174,600,000.00	
Disposal of fixed assets				Including: Specially authorized reserve fund	100		
Productive biological assets				Total non-current liabilities	101	577,461,304.14	226,075,203.09
Oil and gas assets	38			Total liability	102	1,824,624,373.05	1,100,724,842.09
Intangible assets		210,846,192.23	206,987,277.15	Owner's equity (or stockholders' equity):	103	—	—
Development expenditure				Paid-in capital (capital stock)	104	286,091,801.95	97,811,801.95
Goodwill		3,000,000.00	3,000,000.00	Government capital	105	286,091,801.95	97,811,801.95
Long-term deferred expenses		24,968,865.54	51,280,542.24	Including: State-owned legal person's capital	106	286,091,801.95	97,811,801.95
Deferred income tax assets				Collective capital	107		
Other non-current assets				Private capital	108		
Including: Specially authorized reserve materials	45			Including: Personal capital	109		
Total non-current assets	46	1,980,047,689.49	1,780,790,145.34	Foreign capital			
				#Minus: Investment returned			
	48			Net paid-in capital (capital stock)		286,091,801.95	97,811,801.95
	49			Additional paid-in capital		284,211,637.13	284,211,637.13
	50			Minus: Treasury stock			
				Special reserve			
				Earned surplus		511,260,839.56	511,260,839.56
				Including: Statutory surplus reserve		461,968,681.18	461,968,681.18
				Other surplus reserve		49,292,158.38	49,292,158.38
				#Reserve fund			
				#Enterprise development fund			
				#Profits capitalized on return of investment	121		
				△General risk preparation			
				Undistributed profit		1,045,238,306.54	611,102,070.91
				Translation difference		1,838,762.36	2,323,593.25
				Total owner's equity attributable to the parent		2,128,641,347.54	1,506,709,942.80
				[illegible]		[illegible]	[illegible]

Profit Statement

Business Finance Table02

Name of Enterprise: China National Fisheries Corporation — The Year of 2012 — Currency Unit: RMB Yuan

Items	Line No.	Current Amount	Last Term Amount	Items	Line No.	Current Amount	Last Term Amount
I. Gross revenue	1	2,149,233,149.88	1,349,580,432.08	Others	28		
Including: Operation revenue	2	2,149,233,149.88	1,349,580,432.08	Plus: Changes in fair value recognized in profit or loss (The loss expressed with "-" to fill)	29		
Including: Main business income	3	2,045,924,233.15	1,329,183,673.88	Investment income (The loss expressed with "-" to fill)	30	17,452,231.21	8,243,040.84
Other business income	4	103,308,916.73	20,396,758.20	Including: Investment income in associated companies and joint ventures	31		
△Interest income	5			△Exchange gain (The loss expressed with "-" to fill)	32		
△Earned premium	6			III. Sales profit (The loss expressed with "-" to fill)	33	-274,041,566.47	-136,996,960.49
△Service charge and commission fee	7			Plus: Non-operating income	34	839,120,679.09	402,227,327.98
II. Total operating costs	8	2,440,726,947.56	1,494,820,433.41	Including: Gains from disposal of non-current assets	35	1,369,346.91	16,626,972.04
Including: Operating costs	9	2,140,412,336.32	1,285,588,330.45	Non-monetary asset exchange profits	36		
Including: Main business cost	10	2,015,011,079.39	1,239,694,463.16	Government subsidies	37	833,561,067.00	384,277,469.79
Other operating cost	11	125,401,256.93	45,893,867.29	Gains from debt restructuring	38		
△Interest expense	12			Minus: Non-business expenditure	39	7,585,661.80	7,623,759.80
△Service charge and commission fee	13			Including: Disposal loss on non-current liability	40	3,425,215.53	528,287.11
△Surrender value	14			Exchange loss on non-monetary liability	41		
△Net payments for insurance claims	15			Loss on arrangement	42		
△Net provision for extracting insurance contracts	16			IV. Total profit (Total loss expressed with "-" to fill)	43	557,493,450.82	257,606,607.69
△Expenditure of dividend policy	17			Minus: Income tax expense	44	2,627,946.68	6,170,583.17
△Amortized reinsurance expenditures	18			V. Net margin (Net deficiency expressed with "-" to fill)	45	554,865,504.14	251,436,024.52
Business tax and surcharges	19	4,339,162.24	1,718,073.56	Net profit attributable to the parent company owner	46	536,963,373.79	246,263,571.93
Selling expenses	20	77,863,437.51	47,384,784.99	Minority interest income	47	17,902,130.35	5,172,452.59
Administrative expenses	21	181,337,537.94	137,746,958.77	VI. Earnings per share	48	—	—
Including: Research and development fees	22	22,566.35		Basic earnings per share	49		
Financial expense	23	12,290,679.43	23,346,057.03	Diluted earnings per share	50		
Including: Interest expense	24	13,600,428.88	14,138,809.09	VII. Other comprehensive income	51	1,838,762.36	2,323,593.25
Interest income	25	7,584,431.00	4,479,622.17	VIII. Total comprehensive income	52	556,704,266.50	253,759,617.77
Exchange net loss (Net profit expressed with "-" to fill)	26	-1,182,745.31	11,111,193.46	Total comprehensive income attributable to the parent company owner	53	538,802,136.15	248,587,165.18
Asset impairment loss	27	24,483,794.12	-963,771.39	Total comprehensive income attributable to minority shareholder	54	17,902,130.35	5,172,452.59

831,535,017.29
833,561,067.00
-2,055,868.62
29,818.91

Cash Flows Statement

Business Finance Table03

Name of Enterprise: China National Fisheries Corporation

The Year of 2012

Currency Unit: RMB Yuan

Items	Line No.	Amount of This Period	Amount of Last Period	Items	Line No.	Amount of This Period	Amount of Last Period
I. Cash outflows for operating activities:	1	——	——	Net cash received from disposal of fixed assets, intangible assets and other long-term assets	30		6,721,442.08
Cash received from providing products, rendering of service	2	2,182,996,679.21	1,392,254,718.13	Net cash received from disposal of subsidiaries and other business units	31		
△Net increase for customer's deposit and deposit from other banks	3			Cash received from others relating to investment activities	32		
△Net increase from borrowing from central bank	4			Cash inflows from investment activities	33	1,500,000.00	8,371,442.08
△Net increase from borrowing funds of other financing institutions	5			Cash payment for purchasing and construction of fixed assets, intangible assets and other long-term assets	34	243,582,563.36	101,621,627.86
△Cash from indemnity payment of original insurance contracts	6			Cash paid to acquire investment	35		
△Net cash received from reinsurance business	7			△Net increase of pledge loans	36		
△Net increase from deposit from the insured and investment section	8			Net cash payment from subsidiaries and other business units	37		
△Net increase from disposal of tradable financial assets	9			Cash payment for others related to investment activities	38		
△Cash for interests, commission charges and commission	10			Cash outflows for investing activities	39	243,582,563.36	101,621,627.86
△Net increase of invested funds	11			Net cash flows from investing activities	40	-242,082,563.36	-93,250,185.78
△Net capital increase of repurchase business	12			III. Cash flows from financing activities:	41	——	——
Refund of tax and levy	13	1,940,297.57	4,646,261.20	Cash received from investors	42	188,280,000.00	
Other cash received relating to operating activities	14	1,008,161,067.00	540,611,634.06	Including: Cash received from subsidiaries absorbing of minority shareholder investment	43		
Cash inflows from operating activities	15	3,193,098,043.78	1,937,512,613.39	Receipts from borrowings	44	477,166,739.69	355,388,047.87
Cash payment for purchasing goods and receiving labor	16	2,222,763,051.67	1,318,180,182.79	△Cash received from issue Bond	45		
△Net increase for customer loans and advances	17			Other cash received relating to financing activities	46		
△Net increase for storing in central bank and deposits in other banks	18			Cash inflows from financing activities	47	665,446,739.69	355,388,047.87
△Cash payment for indemnity payment of original insurance contracts	19			Cash payments for amounts borrowed	48	404,364,907.86	407,938,033.70
△Cash payment for interests, commission charges and commission	20			Cash payments for interest expenses and distribution of dividends or profit	49	123,131,800.00	51,351,938.28
△Cash payment for policy dividend	21			Including: Interests and profits from subsidiary's payment for minority shareholder	50		
Cash paid to and on behalf of employees	22	239,940,796.82	238,655,293.27	Cash payment for others relating to other financing activities	51		
Cash paid for taxes and expenses	23	19,869,450.78	12,894,128.52	Cash outflows for financing activities	52	527,496,707.86	459,289,971.98
Cash payment for others relating to other operating activities	24	158,307,541.51	109,667,440.33	Net cash flows from financing activities	53	137,950,031.83	-103,901,924.11
Cash outflows for operating activities	25	2,640,880,840.78	1,679,397,044.91	IV. Effects of exchange rate changes on cash and cash equivalents	54		
Net cash flows from operating activities	26	552,217,203.00	258,115,568.48	V. Net increase in cash and cash equivalents	55	448,084,671.47	60,963,458.59
II. Cash flows from investing activities:	27	——	——	Plus: Balance of initial cash and cash equivalents	56	389,872,903.36	328,909,444.77
Cash received from returns of investments	28			VI. Balance of final cash and cash equivalents	57	837,957,574.83	389,872,903.36
Cash received from returns on investments	29	1,500,000.00	1,650,000.00		58		

Consolidation of Statement of Change in Equity

Business Finance Table04

Name of Enterprise: China National Fisheries Corporation | The Year of 2012 | Currency: RMB Yuan

Items	Line No.	Amount of This Year											Amount of Last Year										
		Equity Attributable to Equity Holders									Minority interest	Total owners' equity	Equity Attributable to Equity Holders									Minority interest	Total owners' equity
		Paid-up capital (or capital stock)	Capital reserve	Minus: Treasury stock	Special reserves	Surplus reserves	General risk preparation	Undistributed profit	Others	Subtotal			Paid-up capital (or capital stock)	Capital reserve	Minus: Treasury stock	Special reserves	Surplus reserves	General risk preparation	Undistributed profit	Others	Subtotal		
Column No.	—	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
I.Balance at the end of last year	1	97,811,801.95	284,211,637.13			511,260,839.56		611,102,070.91	2,323,593.25	1,506,709,942.80	15,357,660.82	############	97,811,801.95	284,211,637.13	-	-	############	-	405,615,916.25	##########	1,300,471,551.36	-12,845,906.15	1,287,625,645.21
Plus: Changes in accounting policies	2									-			—	—	—	—	—	—	—	—	—	—	—
Correction of prior period errors	3							21,713,468.32	-2,323,593.25	19,389,875.07	-6,823,942.62	12,565,932.45	—	—	—	—	—	—	—	—	—	—	—
II.Balance at the beginning of this year	4	97,811,801.95	284,211,637.13	-	-	511,260,839.56	-	632,815,539.23	-	1,526,099,817.87	8,533,718.20	############	97,811,801.95	284,211,637.13	-	-	############	-	405,615,916.25	##########	1,300,471,551.36	-12,845,906.15	1,287,625,645.21
III.Amount changes of this year (Reduction expressed with"-"to fill.)	5	188,280,000.00	-	-	-	-	-	412,422,767.31	1,838,762.36	602,541,529.67	17,902,130.35	620,443,660.02	-	-	-	-	-	-	205,486,154.66	752,236.78	206,238,391.44	28,203,566.97	234,441,958.41
(I) Net profit	6	—	—	—	—	—	—	536,963,373.79	—	536,963,373.79	17,902,130.35	554,865,504.14	—	—	—	—	—	—	246,263,571.93	—	246,263,571.93	5,172,452.59	251,436,024.52
(II) Other comprehensive income	7								1,838,762.36	1,838,762.36		1,838,762.36	-	-	-	-	-	-	-	-	-	-	-
Subtotal of comprehensive income	8							536,963,373.79	1,838,762.36	538,802,136.15	17,902,130.35	556,704,266.50	-	-	-	-	-	-	246,263,571.93	-	246,263,571.93	5,172,452.59	251,436,024.52
(III) Owners' invested and decreased capital	9	188,280,000.00								188,280,000.00		188,280,000.00	-	-	-	-	-	-	-	-	-	-	-
1.Owner's invested capital	10	188,280,000.00		—	—	—	—	—	—	188,280,000.00		188,280,000.00	-	-	—	—	—	—	—	—	-	-	-
2.Shares included in the owners' equity	11			—	—	—	—	—	—				-	-	—	—	—	—	—	—	-	-	-
3.Others	12												-	-	-	-	-	-	-	-	-	-	-
(IV) Extraction and use of special reserves	13												-	-	-	-	-	-	-	-	-	-	-
1.Extraction of special reserves	14	—	—	—		—	—	—	—				—	—	—	-	—	—	—	—	-	-	-
2.Use of special reserves	15	—	—	—		—	—	—	—				—	—	—	-	—	—	—	—	-	-	-
(V) Profit distribution	16							124,540,606.48		124,540,606.48		124,540,606.48	-	-	-	-	-	-	-40,777,417.27	752,236.78	-40,025,180.49	23,031,114.38	-16,994,066.11
1.Withdrawal surplus reserves	17												-	-	-	-	-	-	-	-	-	-	-
Including: Statutory surplus reserve	18	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
Other surplus reserve	19	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
#Reserve funds	20	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
#Enterprise expansion fund	21	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
#Investment returned with profit	22	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
2.Withdrawal of general risk preparation	23	—	—	—	—	—			—		—		—	—	—	—	—	-	-	—	-	—	-
3. Distribution to owners and shareholders	24	—	—	—	—	—	—	124,540,606.48	—	124,540,606.48		124,540,606.48	—	—	—	—	—	—	-40,777,417.27	—	-40,777,417.27	-	-40,777,417.27
4.Others	25												-	-	-	-	-	-	-	752,236.78	752,236.78	23,031,114.38	23,783,351.16
(VI) Internal carry-over of owner's equity	26												-	-	-	-	-	-	-	-	-	-	-
1.Capital accumulation and capital addition (or capital stock)	27			—	—	—	—	—	—		—		-	-	—	—	—	—	—	—	-	—	-
2.Surplus reserves and capital addition (or capital stock)	28		—	—	—		—	—	—		—		-	—	—	—	-	—	—	—	-	—	-
3.Surplus reserves and cover the deficit	29	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
4.Others	30												-	-	-	-	-	-	-	-	-	-	-
IV.Balance at the end of this year	31	286,091,801.95	284,211,637.13	-	-	511,260,839.56	-	-1,045,238,306.54	1,838,762.36	2,128,641,347.54	26,435,848.55	############	97,811,801.95	284,211,637.13	-	-	############	-	611,102,070.91	##########	1,506,709,942.80	15,357,660.82	1,522,067,603.62

-0.00 -0.00 -0.00

NOTARIAL CERTIFICATE

(Translation)

(2013) J.F.Z.W.J.Z.Zi, No.01559

Applicant: China National Fisheries Corp., Address: No. 31 Minfeng Hutong, Xidan of Xicheng District, Beijing.

Legal Representative: Wu Xiangfeng, male, was born on Apr. 13, 1955, ID Card No.: 110102195504130017.

Authorized Agent: Song Ying, female, was born on Aug. 9, 1974, ID Card No.: 110102197408092320.

Issue under notarization: Seal

This is to certify that the Seal of China National Fisheries Corp. affixed on the foregoing Audit Report is authentic.

Notary: Xue Zhongping

Beijing Fangzheng Notary Public Office

The People's Republic of China

Nov. 29, 2013

II 57242180

世界银行总公司发行招股 缅甸

99%

公 证 书

中华人民共和国北京市方正公证处

企业法人营业执照

（副　本）

注册号　100000000024602(4-1)

名　　称	中国水产总公司
住　　所	北京市西城区西单民丰胡同31号
法定代表人姓名	吴湘峰
注 册 资 本	人民币叁亿伍仟陆佰零玖万壹仟捌佰零壹元玖角伍分
实 收 资 本	人民币叁亿伍仟陆佰零玖万壹仟捌佰零壹元玖角伍分
公 司 类 型	有限责任公司
经 营 范 围	许可经营项目：对外派遣各类劳务人员（不含海员，有效期至2017年11月01日）。 一般经营项目：承包境外渔业工程及境内国际招标工程；进出口业务；承担国家委托的渔业对外经济援助项目；提供有关渔业的咨询、勘察和设计；水产品的捕捞；水产品及制品的储存、销售；渔船、渔机及渔需物资的销售；渔业技术的开发、转让、服务。
成 立 日 期	1996年12月27日
营 业 期 限	1996年12月27日 至 2016年12月26日

须　　知

1．《企业法人营业执照》是企业法人资格和合法经营的凭证。
2．《企业法人营业执照》分为正本和副本，正本和副本具有同等法律效力。
3．《企业法人营业执照》正本应当置于住所的醒目位置。
4．《企业法人营业执照》不得伪造、涂改、出租、出借、转让。
5．登记事项发生变化，应当向公司登记机关申请变更登记，换领《企业法人营业执照》。
6．每年三月一日至六月三十日，应当参加年度检验。
7．《企业法人营业执照》被吊销后，不得开展与清算无关的经营活动。
8．办理注销登记，应当交回《企业法人营业执照》正本和副本。
9．《企业法人营业执照》遗失或者毁坏的，应当在公司登记机关指定的报刊上声明作废，申请补领。

年度检验情况

国家工商行政管理总局 2012 年检 2013.6.8			

中华人民共和国国家工商行政管理总局

二〇一三年十月九日

公　　证　　书

（2013）京方正外经证字第 01556 号

申请人：中国水产总公司，住所：北京市西城区西单民丰胡同 31 号。

法定代表人：吴湘峰，男，一九五五年四月十三日出生，公民身份号码：110102195504130017。

委托代理人：宋英，女，一九七四年八月九日出生，公民身份号码：110102197408092320。

公证事项：企业法人营业执照

兹证明中华人民共和国国家工商行政管理总局于二〇一三年十月九日发给中国水产总公司的《企业法人营业执照》的原件与前面的复印件相符，原件属实。

中华人民共和国北京市方正公证处

公证员　薛忠孚

北京市方正公证处

二〇一三年十月十九日

I 1 57242173

Business License of Enterprise Legal Person

(Duplicate)

Registration No.: 100000000024602 (4-1)

Enterprise Name: China National Fisheries Corp.

Address: No. 31, Minfeng Hutong, Xidan of Xicheng District, Beijing City

Legal Representative: Wu Xiangfeng

Registered Capital: CNY Three hundred and fifty six million ninety one thousand eight hundred and one point nine five Yuan

Paid in Capital: CNY Three hundred and fifty six million ninety one thousand eight hundred and one point nine five Yuan

Company Type: Limited liability company

Business Scope: Licensed business items: sent all kinds of labors abroad (sailors not included, expires on Nov. 1, 2017)

General business items: undertakes overseas fishery engineering and domestic international bidding; import & export; undertakes projects of foreign economic aid of fishery entrusted by the country; offers consultancy, inspection and design in respect of fishery; fishing for seafood; storage, sales of seafood and aquatic products; sales of fishing boat, fishing machine and supplies for fishing; development, transfer and service of fishery technology.

Establishment Date: Dec. 27, 1996

Operation Duration: From Dec. 27, 1996 to Dec. 26, 2016

Notes

1. *Business License of Enterprise Legal Person* is the evidence of qualification of an enterprise as a legal person and its legal operation.
2. *Business License of Enterprise Legal Person* is issued with original and duplicate, both of which have the same legal effect.
3. The original of *Business License of Enterprise Legal Person* shall be placed at a conspicuous location in the residence.
4. *Business License of Enterprise Legal Person* is not allowed to be counterfeited (forged), altered, leased, lent or transferred.
5. In case of any changes to registered items, the legal person shall apply for registration of change to the original Registration Authority for *Business License of Enterprise Legal Person* replacement.
6. Subject to annual inspection from March 1 to June 30 every year by Registration Authority.
7. If *Business License of Enterprise Legal Person* is revoked, enterprise is not permitted to operate business with no relation to liquidation.
8. In case of registration cancellation, the enterprise shall return the original and duplicates of *Business License of Enterprise Legal Person.*
9. If *Business License of Enterprise Legal Person* is lost or destroyed, the legal person shall declare its invalidity in the newspaper specified by Registration Authority and apply for replacement.

Annual Inspection Status

Seal for annual inspection of State Administration for Industry & Commerce of the People's Republic of China 2012 Jun. 8, 2013			

State Administration for Industry & Commerce of the People's Republic of China (Seal)

Oct 9, 2013

NOTARIAL CERTIFICATE

(Translation)

(2013) J.F.Z.W.J.Z.Zi, No.01556

Applicant: China National Fisheries Corp., Address: No. 31 Minfeng Hutong, Xidan of Xicheng District, Beijing.

Legal Representative: Wu Xiangfeng, male, was born on Apr. 13, 1955, ID Card No.: 110102195504130017.

Authorized Agent: Song Ying, female, was born on Aug. 9, 1974, ID Card No.: 110102197408092320.

Issue under notarization: Business License of Enterprise Legal Person

This is to certify that the original of Business License of Enterprise Legal Person of China National Fisheries Corp. issued by State Administration for Industry and Commerce of the People's Republic of China on Oct. 9, 2013 conforms to the foregoing photocopy, that the original is authentic.

Notary: Xue Zhongping

Beijing Fangzheng Notary Public Office

The People's Republic of China

Nov. 29, 2013

II 57242174

RESOLUTION OF THE BOARD OF DIRECTORS

Meeting of the Board of China National Fisheries Corporation was held on at its registered office and the following resolutions were passed.

- It is resolved to make investment in the Republic of the Union of Myanmar for the business of operating Cold Storage Factory.

- It is resolved that amount to be invested in Myanmar will be US$_49,5000 as capital and fix assets or as the Board will amend later on.

- It is resolved that following persons will be authorized to represent the Company for promoting stage, act as directors in the Company to be formed in Myanmar.

  (1) MR DU QUANGU
  (2) MR YE SHAO HUA

- It is resolved that foreign currency bank account of the Company shall be opened at Myanmar Foreign Trade Bank or Myanmar Investment and Commercial bank or any other private bank which has been authorized by Central Bank of Myanmar for international foreign currency transaction.

  It is resolved that following person will act as signatory for operating the bank account of the Company.

  MR . DU QUANGU

Chairman of the Meeting

CHINA NATIONAL FISHERIES CORPORATION 中国水产总公司

Director

Date:

Articles of Association for China National Fisheries Corporation

To accommodate the needs of socialist market economy and promote productivity, China National Agricultural Development Group Co., Ltd. and Beijing ZhongShui Jiayuan Logistics Management Co., Ltd. invested and established China National Fisheries Corporation. The Articles of Association is hereby made according to the "Company Law of the People's Republic of China" and the relevant laws and regulations.

Chapter I Name and Address of the Company

Article 1 Name of the Company: China National Fisheries Corporation (hereinafter refers to as the Company).

Article 2 Address: No. 31, Xidan MinFengHuTong, Xicheng District, Beijing

Chapter II Business Scope

Article 3 Business Scope:

Approved scopes of business: dispatching all kinds of labor service personnel to foreign countries (excluding seafarers, the validity date is 1st November 2017). General scopes of business: contracting of offshore fishery projects and domestic bidding projects at international level; import and export business; foreign economic aid projects in fisheries entrusted by the state; consulting, survey and design fisheries for foreign countries; aquatic fishing; storage and sales of aquatic products; sales of fishing boats, fishery machines and fishing-based supplies; and development, transfer and service of fishery technology.

Chapter III Registered Capital

Article 4 The registered capital of the company: RMB 356.09180195 million Yuan.

Any resolution adopted by the shareholders' meeting relating to the company's increase or reduction of registered capital requires affirmative votes by shareholders representing two-thirds of the votes. The company shall notify its creditors within Ten (10) days of adoption of a resolution to reduce its registered capital, and shall publish a notice at least Three (3) times in a newspaper within Thirty (30) days. In the event of any change of the registered capital, amendment registration shall be carried out with the company registration authority in accordance with the law.

Chapter IV Name of Shareholders (or title) and Type of Investment and Amount

Article 5 Names of shareholders of the company, and the forms and amounts of capital contribution made by shareholders:

Names of shareholders: China National Agricultural Development Group Co., Ltd and Beijing ZhongShui Jiayuan Logistics Management Co., Ltd;

Invested means: Currency and physical investment;

Amounts of contribution: China National Agricultural Development Group Co., Ltd. contributed RMB 355.59181095 million Yuan and Beijing ZhongShui Jiayuan Logistics Management Co., Ltd. contributed RMB 500 thousand Yuan, respectively holding the shares of 99.86% and 0.14%.

Article 6 After the company established, the stockholders should be issued the Investment Certificate.

Chapter V Stockholders' Rights and Obligations

Article 7 The stockholders have the rights as follows:

1) To attend or choose delegate to attend stockholder's meeting and have the voting right according to the shares;
2) To know the conditions of operation and finance of the company;
3) To elect and be elected as a member of board of directors or supervisor;
4) To gain and transfer dividend according to applicable laws, regulations, and the Articles of Association;
5) To have the priority to purchase the transferred investment of other stockholders;
6) To have the priority to purchase the newly increased registered capital of the company;
7) To share the residual property of the Company upon termination.

Article 8 The stockholders have obligations as follows:

1) To observe the Company's Articles of Association;
2) To submit the amount of contribution on time;
3) To assume the Company's liabilities according to the contribution;
4) Can't withdraw the investment after the registration of the Company.

Chapter VI Conditions of Stockholders Transferring Investment

Article 9 The part or whole investment between the stockholders can be transferred.

Article 10 The transferring of investment must be discussed and passed on the stockholder's meeting. If stockholder who wants to transfer the investment to others non-stockholder, it must be agreed by half of all stockholders. The stockholder who disagrees with the transfer must buy the transferred investment. If the stockholder who disagrees with the transfer and would not buy the transferred investment, it will be regarded as agree.

Article 11 After transferred the investment, the name, address and the amounts of investment of accepted person must be registered in the list of stockholders.

Chapter VII its organs, the manners in which they are established and their respective powers, and the rules governing their conduct of business

Article 12 Stockholder's meeting is the authority of the company. It has the rights as

DRAFT

LAND AND BUILDING LEASE AGREEMENT

This LAND LEASE AGREEMENT (hereinafter referred to as LEASE AGREEMENT) is made on the .... day of 2014;

Between

U Aung Hote Sein (a) U Aye Sein, citizens of Myanmar and having their residence address at No-56 , La Thar Street , 5 Quarter ,La Thar Township , Yangon Region , Republic of the Union of Myanmar (hereinafter referred to as "the LESSOR" which expression shall, unless repugnant to the context of the meaning thereof, be deemed to include its successors, permitted assigns and legal representative) of the one part,

and

Myanmar CNFC Company Limited, a private company limited by shares incorporated under the laws of Myanmar and having its registered office at Plot No - 32 , Block No . Part - 3 , Hlaing Tharyar Industrial Zone , Hlaing Tharyar Township ,Yangon Region (hereinafter referred to as "the LESSEE" which expression shall, unless repugnant to the context of the meaning thereof, be deemed to include its successors, permitted assigns and legal representatives) of the other part.

WITNESSETH that:-

WHEREAS the LESSEE is desirous of establishing and operating an **"Processing and Marketing of fish and marine products"** at Plot No - 32 , Block No . Part - 3 , Hlaing Tharyar Industrial Zone , Hlaing Tharyar Township ,Yangon Region ,with total area of 2.011 acres (8138.235 square meter) (hereinafter referred to as the "LAND" and attached herewith as Annex - 3) and factory and associated buildings constructed on the land with the agreement of LESSEE (hereinafter referred to as the "BUILDING") for operation of coldstorage Factory.

AND WHEREAS the LESSOR represents and warrants that it is the legal and beneficial owner of the LAND and BUILDING and is willing to lease them to the LESSEE upon the terms and conditions herein contained;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

Article 1. DEFINITIONS

Unless the context otherwise requires, the terms used in this LEASE AGREEMENT shall have the meanings set forth below:

1.1 "LEASE AGREEMENT" shall mean this LAND LEASE AGREEMENT. All of the annexes attached to this LEASE AGREEMENT shall also form the integral parts of this LEASE AGREEMENT.

1.2 "THE PARTIES" shall mean collectively the LESSOR and the LESSEE and "THE PARTY" shall mean the LESSOR or the LESSEE as the context requires. "THIRD PARTY" shall mean any party/person which/who is not a party to this LEASE AGREEMENT.

1.3 "BUSINESS" shall mean establishment and operation of **"Processing and Marketing of fish and marine products"**.

1.4 "LAND" shall mean the parcel of land measuring an approximate area of 2.011 acres (8138 square meter) at Plot No - 32 , Block No . Part - 3 , Hlaing Tharyar Industrial Zone , Hlaing Tharyar Township ,Yangon Region.

1.5 BUILDINGS" means factory building other associated buildings which the LESSEE will construct on the LAND and details of which is attached to this agreement.

1.6 "FIL" shall mean the Republic of the Union of Myanmar Foreign Investment Law.

1.7 "MIC" shall mean the Republic of the Union of Myanmar Investment Commission.

Article 2. WARRANTY AND REPRESENTATION

2.1 Each party represents and warrants to the other party that it is a legal person duly authorized under the relevant laws and has the right, power, sound financial standing and authority to enter into this LEASE AGREEMENT.

2.2 The LESSOR ensures that the LESSEE shall peacefully and quietly enjoy the lease of the LAND and the BUILDINGS during the lease period and extension thereof without any disturbances or interruption.

Article 3. LEASE OF LAND AND BUILDING

3.1 In consideration of the payments referred to in Article 8 and subject to covenants and fulfillment of the terms and conditions of this LEASE AGREEMENT, the LESSOR hereby leases to the LESSEE the LAND and BUILDING situated at Plot No - 32 , Block No . Part - 3 , Hlaing Tharyar Industrial Zone , Hlaing Tharyar Township ,Yangon Region the Republic of the Union of Myanmar and the LESSEE agrees to take on the lease for establishment and operation of **"Coldstorage Factory"** subject to the terms and conditions of this LEASE AGREEMENT.

Article 4. CONDITIONS PRECEDENT

4.1 This LEASE AGREEMENT is conditional upon receipt of all necessary and requisite approval for the PROJECT from relevant government authorities in the Republic of the Union of Myanmar.

Article 5. EFFECTIVE DATE

5.1 This LEASE AGREEMENT shall come into force and become effective on the date of signing by both the parties hereto having been authenticated by witnesses after obtaining the approvals and permits from relevant government authorities of the Republic of the Union of Myanmar.

Article 6. TERM

6.1 This LEASE AGREEMENT shall come into force and effect on the date of its signing and 1st year lease period shall become effective on that date, and shall be subject to the permit being obtained by the LESSEE from the MIC under FIL.

6.2 The term of the lease shall be for an initial period of (10) years commencing from the effective date of this LEASE AGREEMENT and renewable for another two 5 years (each time) terms subject to negotiation between the parties and the approval of the Myanmar Investment Commission.

6.3 The LESSEE shall be given the option to extend the lease by giving a notice stating proposed period of extension. In case the LESSEE opts to extend the lease for another extendable term stipulated in Article 6.2 within one year before the expiration of the term in effect, the LESSOR shall extend the lease under the same terms and conditions subject to the approval of MIC.

Article 7. GOVERNING LAW AND JURISDICTION

7.1 This LEASE AGREEMENT shall be governed by and construed in all respects in accordance with the laws of the Union of Myanmar.

7.2 The parties hereto hereby agree to submit to the jurisdiction of the relevant Court of Myanmar and all courts competent to hear appeals there from.

Article 8. LEASE PAYMENT

In consideration of the LESSOR entering into this LEASE AGREEMENT, the LESSEE shall make the following payments to the LESSOR.

8.1. ANNUAL RENT

8.1.1 The LESSOR and the LESSEE agree that the annual rent shall be calculated at the rate of US$ 4.5 per square meter per year for total uncovered of 3362.94

square meter and **US$ 5.5** per square meter per year for total covered of 4775.295 square meter. The total rental charges is US$ 41,397.

.

8.1.2 For every subsequent term of 5 (five) years' lease, the rent may be reviewed. If the parties should determine that an adjustment thereof should be made, then such upwards adjustment should not be more than **10%** of the then existing rental .

Article 9. OBLIGATIONS AND RIGHTS OF THE LESSEE

The LESSEE hereby covenants with the LESSOR for the followings:-

9.1 The LESSEE shall start its activities without undue delay after the permit is granted by the MIC.

9.2 The LESSEE shall make its investment in the manner prescribed under the FIL.

9.3 The LESSEE observing and performing the conditions herein contained such as but not limited to paying the rent hereby reserved, shall peaceably and quietly possess and enjoy the use of the LAND and BUILDING.

9.4 The LESSEE shall have the right to construct buildings deemed necessary and appropriate for the implementation and operation of its BUSINESS.

9.5 The LESSEE shall note that the investment under this LEASE AGREEMENT and all its economic operations carried out in pursuant thereof shall be governed and construed by the existing laws of the Republic of the Union of Myanmar and modifications made thereto from time to time.

9.6 The LESSEE shall provide the LESSOR or other agencies of the Government of the Republic of the Union of Myanmar such information or data as may reasonably be requested of it in connection with its operations covered by this LEASE AGREEMENT.

9.7 The LESSEE shall not have the right to sell, assign, transfer or otherwise dispose of all or any part of its rights and interests under this LEASE AGREEMENT to any of its affiliates or any other party without the prior approval of the LESSOR and the MIC.

9.8 The LESSEE shall maintain books and records of accounts in accordance with generally accepted and recognized accounting standard and shall produce them for inspection by the LESSOR or any other agency of the Government of the Republic of the Union of Myanmar when reasonably called upon or required under any law to do so. It shall also allow inspection of its operation by such an agency under similar conditions.

9.9 The LESSEE shall strictly comply with the laws, rules and regulations of the government and local authorities and observe the order of the LESSOR relating to compliance with this LEASE AGREEMENT.

9.10 The LESSEE shall ensure that its foreign personnel and their families abide by the Laws of the Republic of the Union of Myanmar and they do not interfere in the internal affairs of the Republic of the Union of Myanmar.

9.11 The LESSEE shall procure all necessary insurance set forth under the FIL, Myanmar Insurance Laws, directives and orders issued under these laws.

9.12 The LESSEE must take reasonable measures to prevent environmental pollution due to discharge of waste materials from the BUSINESS.

9.13 The LESSEE shall pay all municipal taxes, rates as well as assessments except land tax mentioned in Article 10.2 of this LEASE AGREEMENT during the period of this LEASE AGREEMENT that now are or may hereinafter during the said term be imposed upon the said land or any part thereof.

9.14 On the leased land, the LESSEE shall not carry out any activity which is not related to project approved by MIC.

9.15 Apart from the business permitted by the MIC, the LESSEE shall not extract above/ underground natural resources at the leased land.

9.16 After obligations in the agreement have been discharged and lease is terminated, leased land shall be transferred to the LESSEE within 7 days from the completion of the settlement.

9.17 If this agreement is terminated before expiry of the term for any reason, rent shall be settled in accordance with the stipulation contained in this Lease Agreement in order not to cause damage to the LESSEE before transferring.

Article 10. OBLIGATIONS OF THE LESSOR

On the condition that the LESSEE paying the rent given and performing and observing the covenants, conditions and agreement herein contained, the LESSOR hereby covenants with the LESSEE as follows:

10.1 The LESSOR shall provide vacant possession of the LAND and BUILDING to the LESSEE free and clear of all encumbrances, liens and claims of any kind whatsoever and all costs of compensation or relocation, if any, of existing tenants, lessees, licenses and all other occupiers of the LAND shall be borne by the LESSOR only.

10.2 The LESSOR shall pay the land revenue for the LAND.

10.3 The LESSOR shall use its best endeavors to ensure that the LESSEE has access to the necessary infrastructure such as approaches, water, electricity, telephone services, email and internet services provided by the relevant Government Authorities.

10.4 The LESSOR shall inform the MIC of having been transferred of the land within 7 days from the receipt of the leased land.

10.5 The LESSOR shall obtain separate ownership document for the LAND coordinating with respective department distinguishing from Plot No - 32 , Block No . Part - 3 , Hlaing Tharyar Industrial Zone , Hlaing Tharyar Township ,Yangon Region with total area of 2.011 acres.

Article 11. DUTIES AND TAXES

11.1 The LESSEE shall be responsible for the payment of all stamp duties which may arise from signing of this LEASE AGREEMENT and for the payment of duties and taxes of all kinds which may arise from pursuing the object of the Land lease, the installations erected thereon and its operation.

Article 12. LAW OF PERFORMANCE

12.1 Each of the parties acknowledges and confirms that all the activities carried out under this LEASE AGREEMENT shall be in accordance with laws, rules, regulations, directives in force in the Republic of the Union of Myanmar.

12.2 The Parties undertake to act in good faith with respect to each other's rights under this LEASE AGREEMENT and to adopt all reasonable measures to ensure the realization of the objectives of this LEASE AGREEMENT.

Article 13. NATURAL RESOURCES

13.1 Natural resources, antique, ancient monument or treasure discovered unexpectedly from, in or under the leased land during the terms of this LEASE AGREEMENT and extension thereof shall be the property of the Government of the Republic of the Union of Myanmar.

13.2 If the LESSEE finds out natural resources, antique, ancient monument or treasure trove on or under the LAND, it shall inform within 24 hours from the time of such finding to the Head of relevant township administration office and the Commission.

Article 14. DEFAULT

14.1 It is mutually agreed that if LESSEE fails to a substantial extent to perform or observe the terms and conditions of this LEASE AGREEMENT and fails to rectify such non-performance or non-observance within (90) days notice in writing from the LESSOR of such default, the LESSOR shall be at liberty to re-enter upon and take possession of the land or any part thereof and this LEASE AGREEMENT shall thereupon cease and terminate, provided that such right of re-entry shall not prejudice any right of action or other remedy of the LESSOR for the recovery of rent due from the LESSEE up to date of such termination or in respect of any other breach by the LESSEE of the term and conditions of this LEASE AGREEMENT.

Article 15. RENEGOTIATION & MODIFICATON

15.1 In the event any situation or condition arises due to circumstances not envisaged in this LEASE AGREEMENT and warrants amendments to this LEASE AGREEMENT, the parties shall negotiate with a view to making the necessary amendments.

15.2 All modifications change and/or amendments to this LEASE AGREEMENT intended to be an integral part of this LEASE AGREEMENT shall only be valid if agreed and confirmed in writing by both parties with prior approval of the MIC.

Article 16. ARBITRATION

16.1 Any dispute, controversy or difference between the parties arising from or in connection with this LEASE AGREEMENT or for the breach hereof, shall be first resolved through mutual consultations and amicable settlement. In the event such dispute cannot be resolved to the mutual satisfaction of the parties, the matter shall be submitted for final settlement, upon written request of either party, to an arbitration committee composed of three (3) members, one selected by the LESSOR, another by the LESSEE, and the third by the two (2) arbitrators thus chosen. The language of the arbitration shall be English.

16.2 The arbitration proceedings shall be conducted in a place in Yangon Region, the Republic of the Union of Myanmar acceptable to both parties and shall commence not later than ten (10) calendar days after the arbitration committee is constituted. The arbitration committee shall render its decision within thirty (30) calendar days after the parties have completed presenting their respective cases. The decision of the majority of the arbitration committee shall (i) be final, (ii) be binding upon the LESSOR and the LESSEE, and (iii) be enforceable against either party in any court of competent jurisdiction.

16.3 All expenses in connection with the arbitration proceedings, excluding the fees of the respective legal counsels of the parties but including the fees of the arbitrators, shall be borne by the party against whom the award is made.

16.4 In respect of matters not covered by the preceding paragraphs, the provisions of the Myanmar Arbitration Act 1944 (Myanmar Act No. IV of 1944) or any subsisting statutory modifications thereof shall apply.

Article 17. FORCE MAJEURE

17.1 A party hereto shall be excused from its obligations hereunder when and to the extent that performance thereof is delayed or prevented by any Force Majeure event, that is any event beyond the reasonable control of a party and which is unavoidable notwithstanding the reasonable care of the party affected. The word "Force Majeure" shall include, without limitation, earthquakes, storms, typhoons, floods, fires, civil

unrest or disturbance, war outbreaks or other unpredicted disasters beyond anyone's control or prevention.

17.2 The party affected by any such Force Majeure event which seeks to excuse its performance under this LEASE AGREEMENT or under any of the provision hereof shall promptly notify within 14 (fourteen) days after the occurrence of such event to the other party advising the latter of the excuse and the steps it will take to complete such performance. A party seeking the excuse will be excused with the approval of the other party from such performance to the extent such performance is delayed or prevented provided that the party so affected shall use reasonable practical efforts to complete such performance. Notwithstanding the foregoing, should such Force Majeure event remain more than six (6) months as from the date of such notification thereof, this LEASE AGREEMENT shall be deemed to be terminated but subject to re-negotiation for renewal at the end of such event.

Article 18. TERMINATION OF THE LEASE AGREEMENT

18.1 Save for a fundamental breach on the part of either party or in accordance with Article 18.2 hereunder, this LEASE AGREEMENT shall run for the entirety of the period as specified in the above Article 6 of this LEASE AGREEMENT.

18.2 The parties hereto may terminate this LEASE AGREEMENT by mutual agreement approved by the MIC on the following conditions:-

18.2.1 expiration of the lease period or extension thereof;
18.2.2 substantial and continuous losses to the PROJECT;
18.2.3 breach of a material term of this LEASE AGREEMENT by one of the Parties;
18.2.4 occurrence of Force Majeure for a period of more than six (6) months :
18.2.5 incapability of implementing the original aims and objectives of this LEASE AGREEMENT: or
18.2.6 by mutual consent, provided that both parties shall jointly submit an application for the termination of this LEASE AGREEMENT to the MIC in accordance with the FIL.

18.3 If the investment permit granted to LESSEE under the FIL is withdrawn for any justifiable reason, this LEASE AGREEMENT shall be deemed to have been terminated on the date of such withdrawal.

18.4 If at any time during the construction and operation of the PROJECT, if either party fails to comply with the terms and conditions as mentioned in this LEASE AGREEMENT and fails to rectify such noncompliance within thirty (30) days' notice issued by the no defaulting party, the no defaulting party shall have the right to terminate this LEASE AGREEMENT.

18.5 Application shall be submitted to the MIC at least 6 months in advance if desirous of terminating the business for not profitable or incurring loss or any other reason.

18.6 On termination of this LEASE AGREEMENT, the operation under this LEASE AGREEMENT shall be deemed to have ceased and the winding up of the operations shall be undertaken in accordance with the existing laws of the Republic of the Union of Myanmar.

Article 19. TAKING AWAY THE ASSETS

19.1 At the expiry of the LEASE AGREEMENT term or extension as mentioned in Article 6 thereof, the LESSEE shall take away its fixtures on the land and in the building which are installed by the LESSEE at its cost.

Article 20. ADDRESS FOR CORRESPONDENCE

All correspondence exchanged between the parties shall be, unless and until the party concerned gives notice of the change, sent to:-

U Aung Hote Sein (a) U Aye Sein
Address: No-56 , La Thar Street , 5 Quarter ,La Thar Township , Yangon Region, Republic of the Union of Myanmar .
Phone :
Fax :
Email :

and to

Myanmar CNFC Company Limited
Address: Plot No - 32 , Block No . Part - 3 , Hlaing Tharyar Industrial Zone , Hlaing Tharyar Township ,Yangon Region
Phone :
Fax :
Email :

Article 21. COUNTERPARTS

21.1 This LEASE AGREEMENT written in English, considered as the official version, shall be executed in (two) separate counterparts which are exactly identical and each of which shall be deemed as original.

Article 22. LANGUAGE

22.1 All correspondence related to this LEASE AGREEMENT shall be in English.

Article 23. MISCELLANEOUS MATTERS

23.1 No exercise or failure to exercise or delay in exercising any right, power or remedy vested in any party under or pursuant to this LEASE AGREEMENT shall constitute a waiver by that party of that or any other right, power or remedy.

23.2 Each party shall from time to time upon the request of the other party execute any additional documents or instruments and do any other acts or things which may reasonably be required to effectuate the purpose of this LEASE AGREEMENT.

23.3 The provisions of this LEASE AGREEMENT shall be severable, and invalidity of any of the provisions of this LEASE AGREEMENT shall not affect the validity of the remaining provisions thereof.

23.4 Any party hereto at any time of any breach of any of the terms and conditions of this LEASE AGREEMENT shall not be interpreted as a waiver of any other terms and conditions of this LEASE AGREEMENT.

23.5 Matters not provided in this LEASE AGREEMENT shall be discussed in good faith and mutually agreed on by the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and affixed their seals on the day, the month and the year first above mentioned.

	FOR AND ON BEHALF OF
U Aung Hote Sein (a) U Aye Sein	**Myanmar CNFC Company Limited**
....	....
	Name ....
	Designation..........................
Date	Date ....

IN THE PRESENCE OF

....	....
Name	Name ....
Designation..........................	Designation..........................
Date	Date ....

မြေငှားစာချုပ်

စက်မှုလက်မှုလုပ်ငန်း

၁၉ ၉၈ ခုနှစ်၊ (မြေငှား) အမှတ်တွဲ အမှတ် လသသယ/၃/၁၅၃/၉၈ အရ၊ ထုတ်ပေးသည်။
၁၄.၁၂-၉၈

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် "အငှားချထားသူ" ဟု ရည်ညွှန်းသည်။ "အငှားချထားသူ" ဆိုသည့် စကားရပ်တွင် မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်း ပါဝင်သည်။)

နှင့် ဝင်းကုန် မြို့နေ၊ ဦး ဖေအိ၊ ယွန်း၊ ပတင်တွင် ၏၊ သား/သမီး ဖြစ်သော ဦး ... အမျိုးသားမှတ်ပုံတင်အမှတ် ၁၂/မဂတထ(နိုင်)၀၂၅၁၄၅ (နောက်တွင် "အငှား စာချုပ်ရသူ"
၁၂/လသတ(နိုင်)၀၀၇၉၀၂
ဟု ရည်ညွှန်းသည်။) တို့၏ ၁၃၆၀ ခုနှစ် နတ်တော် လဆန်း/လပြည့်ကျော် ၉ ရက်နေ့၊ ၁၉ ၉၈ ခုနှစ်၊ (ဒီဇင်ဘာ လ ၃၁ ရက်) တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်-ချုပ်ဆိုကြသည်။

အငှား စာချုပ်ရသူက-နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့် လည်းကောင်း၊ နောက်တွင်ပါရှိသော အခြားသဘောတူ ချက်များကို ပြုမည်ဖြစ်သောကြောင့်လည်းကောင်း၊ အောက်ပါဇယား၌ ဖော်ပြထားသော မြေကွက်အားလုံးကို ထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်-ထွက် သွားလာနိုင်ခွင့် စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွ အငှားချထားသူက အငှားစာချုပ်ရသူအား၊ ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ်မြေအောက်ရှိ သတ္တုတွင်းများ၊ ကျောက်သတ္တုပစ္စည်းများ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကျောက်ဆည်ရာ (Quarries) စသည်တို့သည် ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌ မပါဝင်ချေ။ ထိုသို့ ရှာဖွေတူးဖော်ရယူ၊ သယ်ဆောင်ရာ၌ အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကို နောက်ယှက်ပျက်စီးစေခဲ့လျှင်၊ အငှားစာချုပ်ရသူအားသင့်တော်သော လျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ ထိုလျော်ကြေးနှင့် စပ်လျဉ်း၍ အငြင်းပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်း အက်ဥပဒေ၏ သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့် အညီ ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

ထို့ကြောင့် ဤစာချုပ်-ချုပ်ဆိုသည့် ၃၁.၁၂.၁၉၉၈ နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ်ကာလ အပိုင်းအခြား အတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ် ကာလအပိုင်းအခြားတွင် ၂၀၁၄ ခုနှစ် ဒီဇင်ဘာ လ ၃၀ ရက်နေ့၌ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါးနှစ်အတွင်းတွင် ကျပ် ၂၁၉၄/- ပြား - (ကျပ်နှစ်ထောင့်တစ်ရာကိုးဆယ့်လေး) တိတိကို ဇန်နဝါရီလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဇန်နဝါရီလ ၁-ရက်နေ့တွင် လည်းကောင်း၊ ဧပြီလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဧပြီ ၁-ရက် နေ့တွင် လည်းကောင်း၊ ဇူလိုင်လ ၁-ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဇူလိုင်လ ၁-ရက်နေ့တွင် လည်းကောင်း၊ အောက်တိုဘာလ ၁-ရက်နေ့မှစသည့် သုံးလပတ်အတွက် အောက်တိုဘာလ ၁-ရက်နေ့တွင်လည်းကောင်း ကြိုတင် ပေးဆောင်ရမည်။ အဆိုပါနှစ်ခြောက်ဆယ်ကာလ အပိုင်းအခြား၏ ဒုတိယ တဆယ့်ငါးနှစ်နှင့်တတိယတစ်ဆယ့်ငါးနှစ်၊ စတုတ္ထ တစ်ဆယ့် ငါးနှစ်အတွက် အပိုဒ်-တွင် ပြဋ္ဌာန်းထားသည့် နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင် ရမည်။

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက်ပြုလုပ်သည်။

(က) အထက်၌ မြေငှားခကိုပေးဆောင်ရန် သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့် နည်းလမ်းအတိုင်း အဆိုပါမြေငှားခနှင့် အဆိုပါမြေကွက်ပေါ်၌လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံပေါ်၌သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌လည်းကောင်း အဆိုပါ နှစ်ခြောက်ဆယ့် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ စည်းကြပ်လတ္တံ့ ဖြစ်သော အခွန်အတုတ်အားလုံးကို ပေးဆောင်ရန်။

(ခ) ဤစာချုပ်ချုပ်ဆိုသည့်နေ့မှ ၆–လအတွင်း စတင်ဆောက်လုပ်၍ နှစ်နှစ်အတွင်း အဆိုပါမြေကွက်ပေါ်၌ ကောင်းမွန်ခိုင်ခံ့သော လူနေအိမ်နှင့် [illegible] သက်ဆိုင်သည့်တရားဥပဒေများနှင့် အညီ၊ ပြီးစီးအောင်ဆောက်လုပ်ရန်နှင့် ထိုလူနေအိမ်စသည်တို့ကို အဆိုပါနှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။

(ဂ) အဆိုပါမြေကွက်တည်ရှိသော ရပ်ကွက်၌သက်ဆိုင်ရာဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်နှင့် ရေပိုက်များ ချထားလျှင်၊ ဒေသန္တရအာဏာပိုင်နှင့် [illegible] ဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်။

(ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်က ခွင့်ပြုသော အဆောင်ခွဲနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါမြေကွက်ပေါ်၌ အဆောက်အအုံတစ်ခုထက်ပို၍ မဆောက်လုပ်ရန်။

(င) အငှားချထားသူ၏ စာပြင့် သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ၊ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားအတွင်းအဆိုပါ မြေကွက်ကို လူနေအိမ် [illegible] အခြားကိစ္စအတွက် အသုံးပြုရန်နှင့် အဆိုပါ မြေကွက်ပေါ်တွင် ဆောက်လုပ်သည့် လူနေအိမ်ကို [illegible] အခြားနည်း အသုံးမပြုရန်။

(စ) အငှားချထားသူ၏ စာပြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ၊ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်ပြင် ငှားမြေတစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တစ်ဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများမပြုလုပ်ရ။

(ဆ) ဤစာချုပ်နှင့်စပ်လျဉ်း၍ မည်သည့်ကိစ္စအတွက်မဆို၊ အဆိုပါမြေကွက်သို့ဖြစ်စေ၊ အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသောအဆောက်အအုံသို့ဖြစ်စေ၊ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားတွင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေး ဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရ ဆောင်ရွက်သူများအား နေ့ခင်းသင့်တော်သည့် အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြား ကုန်ဆုံးသောအခါ အဆိုပါမြေကွက်တည်ရှိသည့် အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွဲကပ်ထားသော ပစ္စည်းမပါဝင်စေဘဲ၊ အဆိုပါမြေကွက်ကို အငှားချထားသူအား အေးဆေးစွာပြန် လည်ပေးအပ်ရန်။ သို့ရာတွင် အငှားချထားသူက အပိုဒ် ၂–အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရုပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသောပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးဆေးစွာ ပြန်လည်ပေးအပ်ရန်။

အပိုပဋိညာဉ်ခံချက်များ

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီမျှသာဖြစ်၍ ၁၉ ၆၆ နှစ် အတွင်းတွင် ဖြစ်စေ ထိုနောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည်။

၂။ အဆိုပါ မြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက် မြေငှားခကို သို့တည်းမဟုတ် ၎င်း၏ အစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယလ ဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခ မပြေကျန်ရှိလျှင် သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင် ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များ အတိုင်း လိုက်နာဆောင်ရွက် ရန် ပျက်ကွက်လျှင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ် ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်သည် အဆိုပါ မြေငှားခကို ရယူရန် ချက်ချင်း အမှုဖွင့်နိုင်သည်။ ထိုပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံ ချက်ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊ အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ စွန့်လွှတ်ခဲ့စေကာမူ ဤစာ ချုပ်ကို ပယ်ဖျက်၍ အဆိုပါ မြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများ၊ ထိုဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည် ။ ညွှန်ကြားရေးမှူးချုပ်

(က) အပိုဒ် ၂-အရ၊ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိ သင့်လျော်သည်ဟု ထင်မြင်သည့် လမ်းအတိုင်း အငှားဂရန် ရသူ၏ နောက်ဆုံး သိရှိရသော လိပ်စာတပ်ပြီး ရေစစ္စတြီပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည် ။ တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက်၊ အဆောက်အအုံ စသည့် ပစ္စည်းများ၏ ထင်ရှား၍ ့အများမြင်သာသောနေရာတွင် ကပ်ထားနိုင်သည် ။ အဆိုပါ နို့တစ်စာကိုပြဆိုသည့်နည်းလမ်းအတိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း ျလုပ်ပြီးနောက် ရက်ပေါင်း ခြောက်ဆယ်အတွင်း အငှားစာချုပ် ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း သို့တည်းမဟုတ် အဆိုပါမြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ွန်လည် အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ် အားလုံးနှင့်တကွ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြားပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ ဖျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက်စေရန် ာဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင် လည်းကောင်း အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ် ချက်များအတိုင်း နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါမြေကွက်နှင့် ပြန်လည် ပိမ်းယူသည့် အချိန်တွင် ထိုမြေကွက်ပေါ်၌တည်ရှိနေသော အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပက်ရှိ ထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန် ။ သို့ ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြား အကြောင်း ာစ်ခုခုကြောင့်သော်လည်းကောင်း ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ၂စ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ ပြန်လည်သိမ်းယူ သည့်အခါက ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ ရွာနှင့်အိုးအိမ်ဖွံ့ ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများ သို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်ဆီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတစ်ပါး အဆိုပါမြေကွက် ပေါ်တွင် ဖြစ်စေ၊ အ[illegible]င်ဖြစ်စေ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏ တန်ဖိုးယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ် ပျက်ဆီးယိုယွင်းခြင်းအတွက်ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ ရွာနှင့်အိုးအိမ်ဖွံ့ ဖြိုးရေး ဦးစီးဌာန၌ တာဝန်မရှိစေရန် ။

(ခ) အပိုဒ် ၂-အရ၊ ဤစာချုပ်ကိုပယ်ဖျက်ပြီး မဟုတ်လျှင်လည်းကောင်း၊ အငှားစာချုပ်ရသူကနှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား ကုန်ဆုံးသည်အထိ အဆိုပါမြေငှားခကိုပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါမိမိပြုလုပ်သည့် ပဋိညာဉ်ခံ ချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်လည်းကောင်း အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ် ထားသောအဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြားမကုန် မီ ခြောက်လအတွင်း ဖျက်သိမ်းသယ်ယူ ခွန့်ခွဲနိုင်သည် ။ သို့ရာတွင် ထိုသို့ သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက်ပျက်စီးယိုယွင်းခဲ့ လျှင် ထိုမြေကွက်ကိုမူလအခြေအနေအတိုင်းရှိအောင် ပြုပြင်ပေးရန် ။

(ဂ) (၂၀၁၄) ခုနှစ်၊ ဒီဇင်ဘာ လ၊ (၃၀) ရက်နေ့မှစ၍ ပထမတဆယ့်ငါးနှစ် ကုန်ဆုံး သည့် အခါ ဒုတိယတဆယ့်ငါးနှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄-အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကို လည်းကောင်း၊ ဒုတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ တတိယတဆယ့်ငါးနှစ်အတွက် အဆိုပါ နည်းဥပဒေ ၂၄-အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်းကောင်း၊ တတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ စတုတ္ထတဆယ့် ငါးနှစ်အတွက် အဆိုပါနည်းဥပဒေ ၂၄- အ[illegible] စည်းကြပ်သောသုံးလပတ်မြေငှားခကိုလည်းကောင်း အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန် ။ အကယ်၍ အထက်ပါနည်းလမ်းအတိုင်း မြေငှားခကိုပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင်ပြဋ္ဌာန်းထား သည့်နည်းလမ်းအတိုင်း မြေငှားခကိုပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲသုံးလပတ်မြေငှားခကို ဆက်လက်ပေး ဆောင်ရန် ။

(ဃ) ဤစာချုပ်ပါအခြားပြဋ္ဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင်ပါရှိစေကာမူ ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှစ၍ ပထမနှစ်ပေါင်းသုံးဆယ်အတွင်းသတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောမြေငှားခကို ပြေလည်အောင် ပေး ဆောင်ခဲ့သောကြောင့် လည်းကောင်း၊ ပြုလုပ်ထားသည့်ပဋိညာဉ်ခံချက်များကို မပျက်မကွက်လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့် လည်းကောင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောသုံးလပတ် မြေငှားခဖြင့်နောက်ထပ် နှစ်ပေါင်း သုံးဆယ်အတွက် ဆက်လက်၍အဆိုပါမြေကွက်ကို ငှားရမ်း မြေငှားစာချုပ် အသစ် ချုပ်ဆိုရန် သဘောတူကြောင်း အဆိုပါ ပထမ နှစ်ပေါင်းသုံးဆယ်မပြည့်မီ အနည်းဆုံးခြောက်လကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့် အကြောင်းကြား ရမည် ။ အကြောင်းကြားစာနှင့်အတူ ပထမမြေငှားစာချုပ်ကိုပေးအပ်လျှင် ထိုအကြောင်းကြားစာရရှိသည့်နေ့မှ ခြောက်လအတွင်းနောင် နှစ်ပေါင်းသုံးဆယ်အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့်ဖြစ်နိုင်သမျှ တူညီသည့် ပဋိညာဉ် ခံချက်များပါရှိသည့် မြေငှားစာချုပ် အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူကထုတ်ပေးရန် ။ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပတ်မြေငှားခကို အငှားစာချုပ်ရသူကပေးဆောင်ရန် ။

စာချုပ်ပါစကားရပ်များကို သိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊
င့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ရှေ့တွင် ဦးစီးဌာနတံဆိပ်
နှိပ်၍ အဆိုပါညွှန်ကြားရေးမှူးချုပ်နှင့် အဆိုပါ ဒေါ်ဖော်ဝေ၊ ဦးဖော့စိန် သည် ဤစာချုပ်ကို အထက်၌
ပြခဲ့သည့်နေ့တွင် လက်မှတ် ရေးထိုးကြကြောင်း။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ပြနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန

တံဆိပ်

ဆိပ်ကို ညွှန်ကြားရေးမှူးချုပ် ဦး[illegible]ကျော်

ညွှန်ကြားရေးမှူးချုပ်

ဒုတိယညွှန်ကြားရေးမှူးချုပ် ဒေါ်လ်မူကြီး တင်ထွန်း

ဒုတိယညွှန်ကြားရေးမှူးချုပ်

နှင့် ညွှန်ကြားရေးမှူး ______ တို့
၍ မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ
ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့်
ညွှန်ကြားရေးမှူးတို့လက်မှတ် ရေးထိုးသည်။

ညွှန်ကြားရေးမှူး

သက်သေ။

ဒုတိယညွှန်ကြားရေးမှူး (မြေနှင့်အခွန်) ဦးကျော်ဝင်း

ငှားစာချုပ်ရသူ ဒေါ်ဖော်ဝေ၊ ဦးဖော့စိန်က
လက်မှတ်ရေးထိုးသည်။

(ဦးဖော့စိန်) (ဒေါ်ဖော်ဝေ)

အငှားစာချုပ်ရသူ

သက်သေ။

၁။ မှတ်ပုံတင်အမှတ် ၁၂/RGN – ၀၀၁၃၅၀

၂။ ______

ဦး[illegible]

မြေနှင့်

အထက်တွင် ရည်ညွှန်းထားသည့် မြေယာ

မြို့ပြနှင့်အိုး

ခွင့်ပြုပြီး မြေပုံဖြစ်သော လူနေရပ်ကွက်အမှတ် လှိုင်သာယာ စက်မှုမြို့
မြေတိုင်းရပ်ကွက်အမှတ် အမှတ်(၁) – ၃
ရန်ကုန်မြို့ လှိုင်သာယာ မြို့နယ်။
အတွင်းရှိ ______ တန်းစား၊ မြေကွက်အမှတ် ၃၂
ဖြစ်သည်။ ပူးတွဲပါ မြေပုံ၌ မင်နီဖြင့် ပြထားသော အလျား ၃၅၀' ပေ၊ အနံ ၂၄၄' ပေခန့်ရှိသော အလား အလာ
အရှေ့လားသော လမ်း
အနောက်လားသော မြေကွက်အမှတ် – ၂၃
တောင်လားသော မြေကွက်အမှတ် – ၃၁
မြောက်လားသော မြေကွက်အမှတ် – ၃၃
အတွင်းရှိ မြေအားလုံး ဧရိယာ ၂.၀၁၄ ဧက၊ (စတုရန်းပေ ၈၈၅၀၀)

ရန်ကုန်မြို့တော်

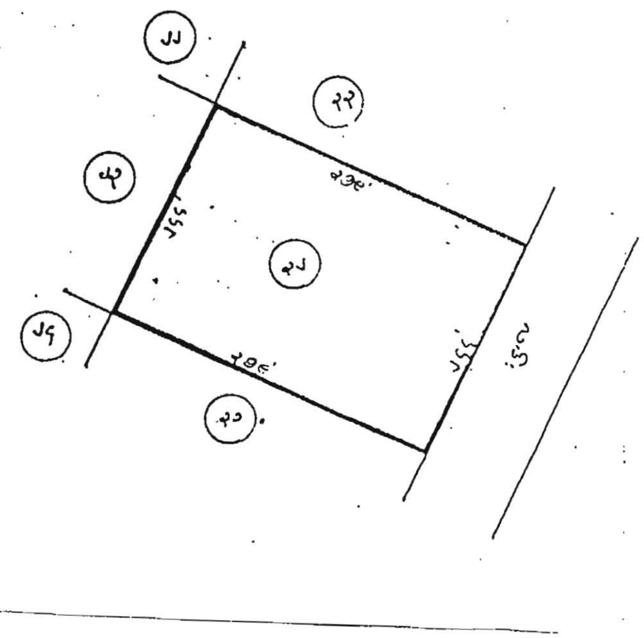
အိုးအိမ်ငှ
အကွက်စ -

လှိုင်သာယာ မြို့နယ်၊ လူနေရပ်ကွက်အမှတ် စက်မှု(၄)

မြေတိုင်းရပ်ကွက်အမှတ် အထွေထွေ(၃) မှ မြေကွက်အမှတ် ၃၂ ၏

မြို့ -

၁ လက်မလျှင် ၁၀၀ ပေစကေး



ရှည်ညွှန်းချက်

ရှိယာ

စတုရန်းပေ
ဧက

မြေတိုင်း (၁)
မြေတိုင်း (၂)
မြေတိုင်းဌာနခွဲ

နိုင်ငံသား စိစစ်ရေး ကတ်ပြား

အရပ်— ၅'-၄"

သွေးအုပ်စု— B

ထင်ရှားသည့်

အမှတ်အသား— [illegible]



[illegible]/လသန (နိုင်) [illegible]

ရက်စွဲ— [illegible]

အမည်— [illegible]

ဖခင်၏အမည်— [illegible]

မွေးသက္ကရာဇ်— [illegible]

လူမျိုး— [illegible]

ကိုးကွယ်သည့်ဘာသာ— [illegible]

ထုတ်ပေးသူ၏လက်မှတ်

အမည်— [illegible]

ရာထူး— [illegible]

လက်ကိုင်သော်ထာကိုပြားအမှတ် - G/KGN- [illegible]



အလုပ်အကိုင် - [illegible]

နေရပ်လိပ်စာ - [illegible]

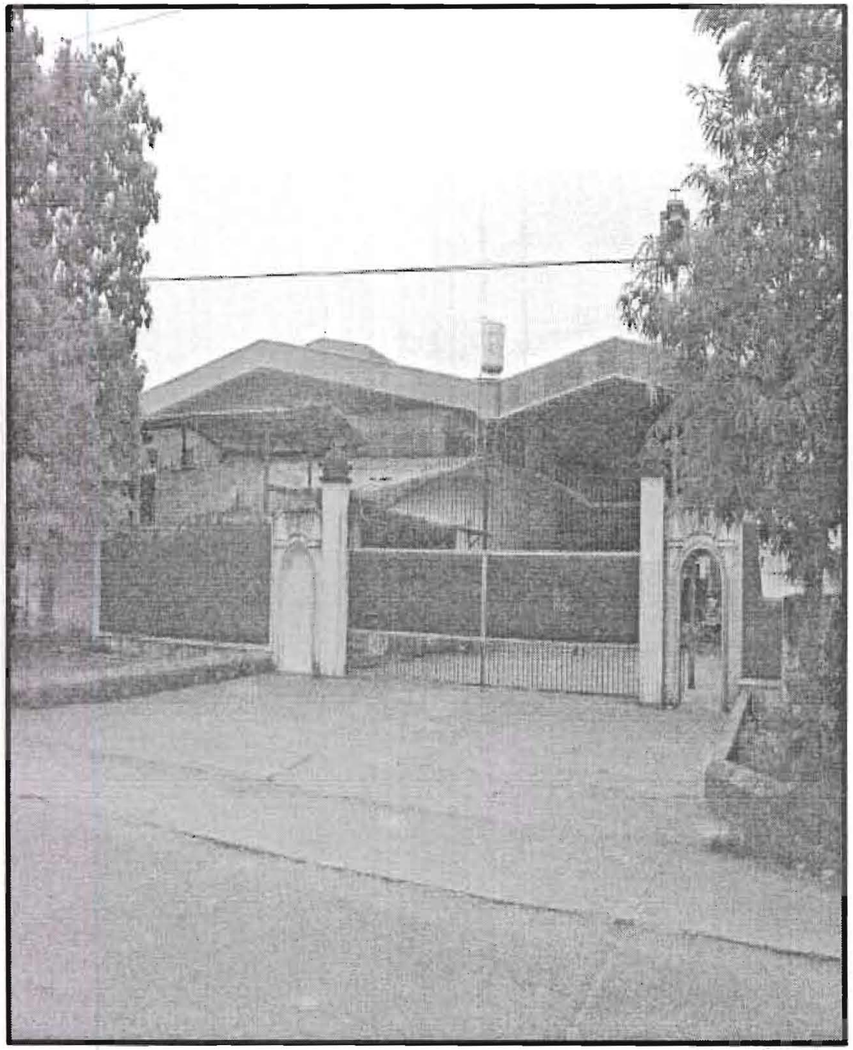
[illegible]

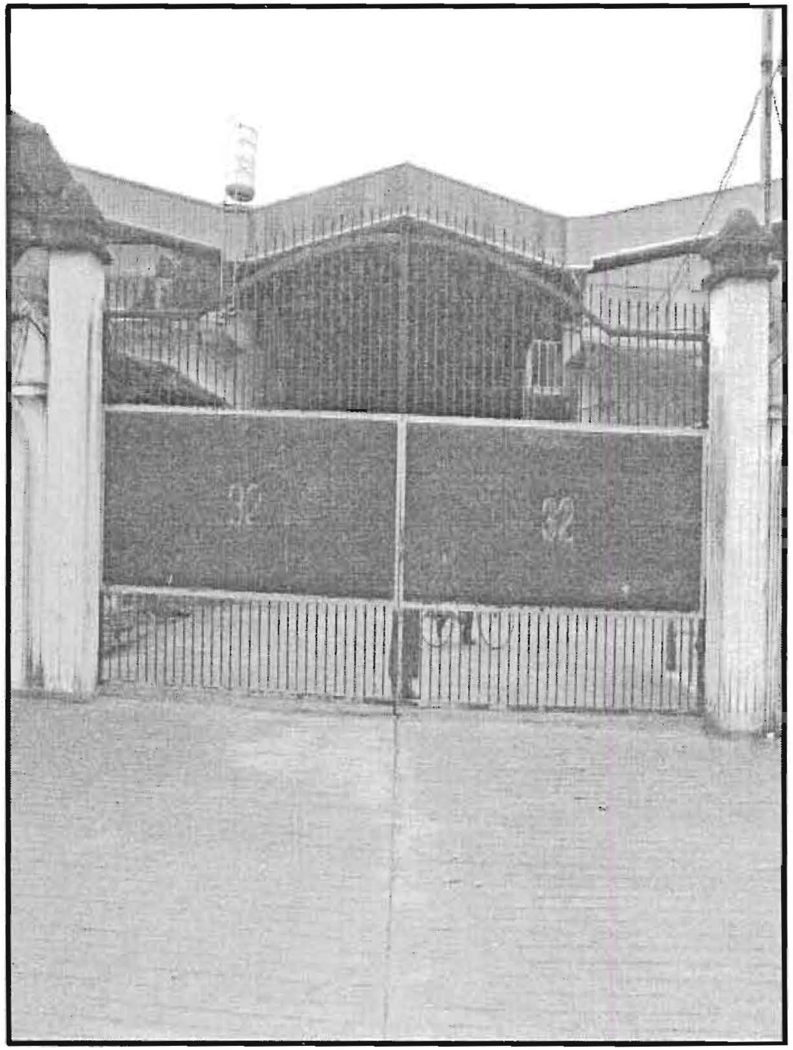
ထိုးမြဲလက်မှတ် - [illegible]

မှတ်ချက်။ (၁) ခရီးသွားသည့်အခါ ကတ်ပါတည်း ယူဆောင် သွားရမည်။

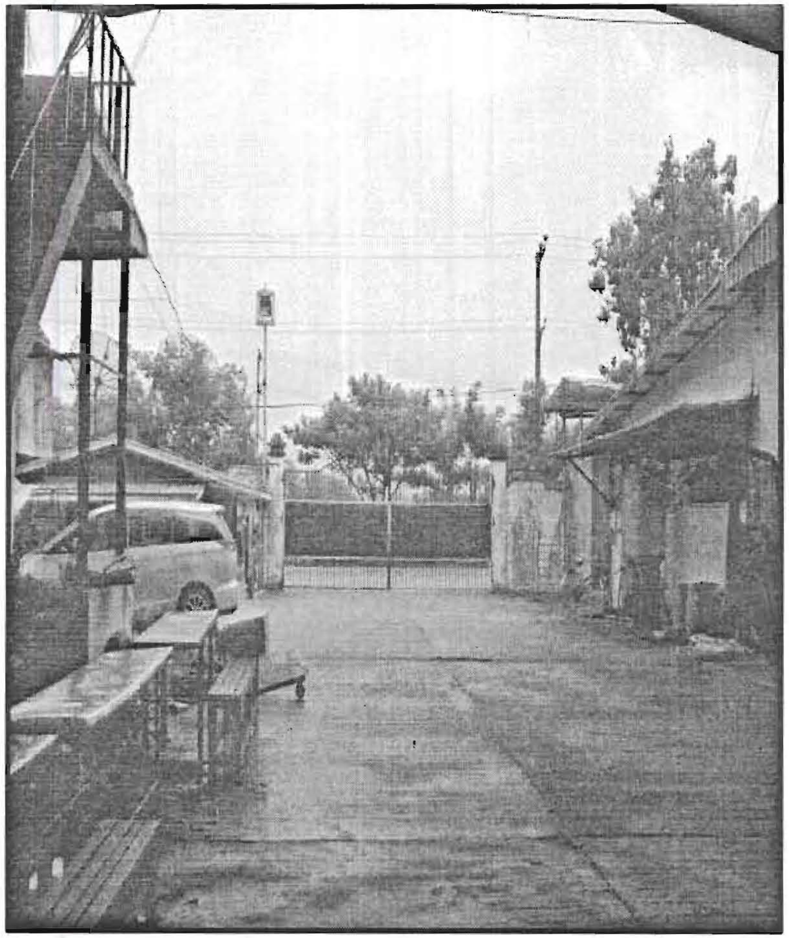
(၂) ပျောက်ဆုံး ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ပြည်သူ့ရဲစခန်း၊ မြို့နယ် လူဝင်မှု ကြီးကြပ်ရေးနှင့် ပြည်သူ့ အင်အား ဦးစီး ဌာနမှူးရုံး ထံသို့ သတင်းပေးပို့ရမည်။

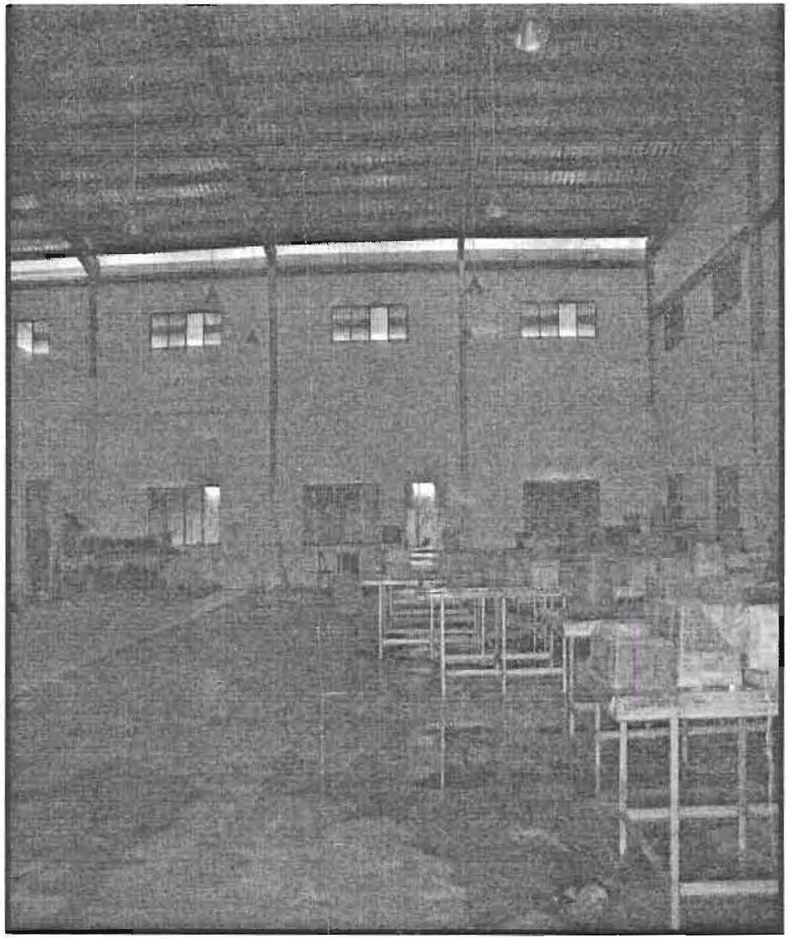
Factory Photo





Factory Photo





Big Eye Crocker





Cuttle Fish





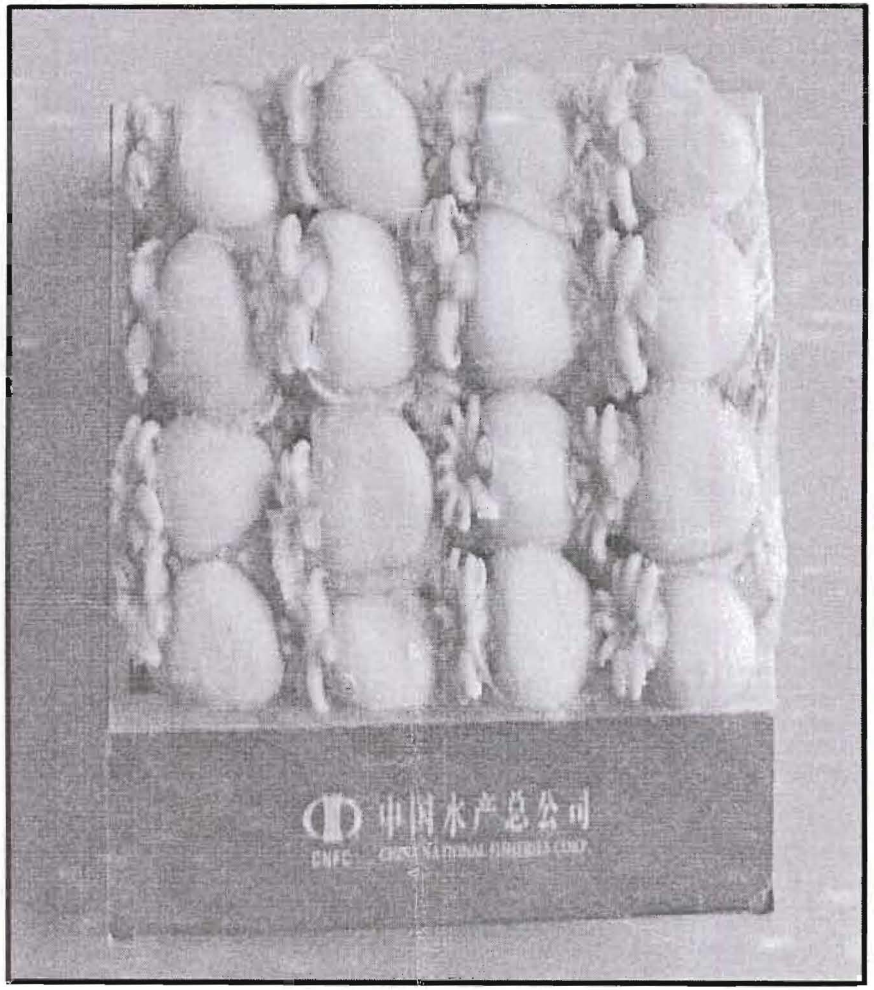
Cuttle Fish



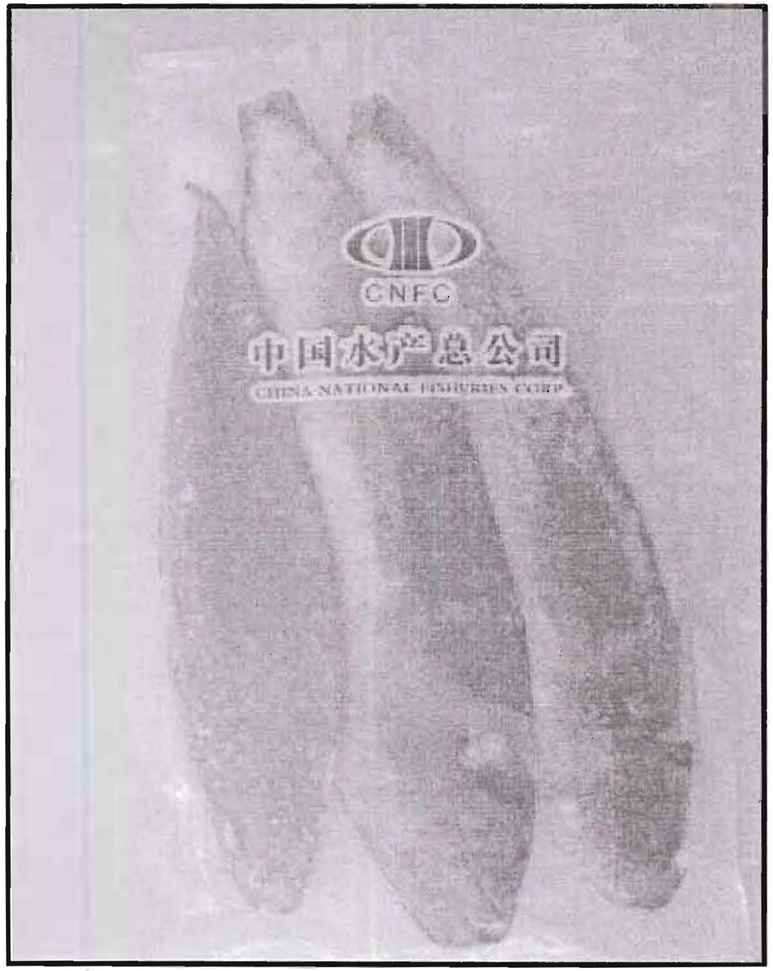


Cuttle Fish





Ribbon Fish



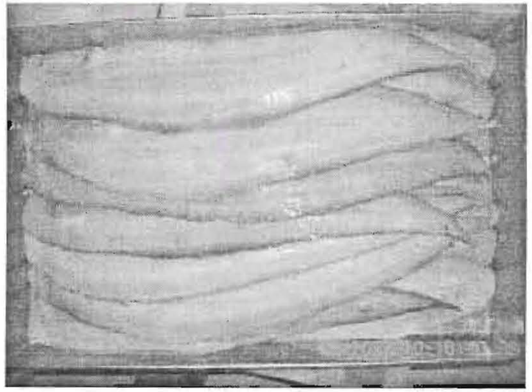
CNFC
中国水产总公司
CHINA NATIONAL FISHERIES CORP

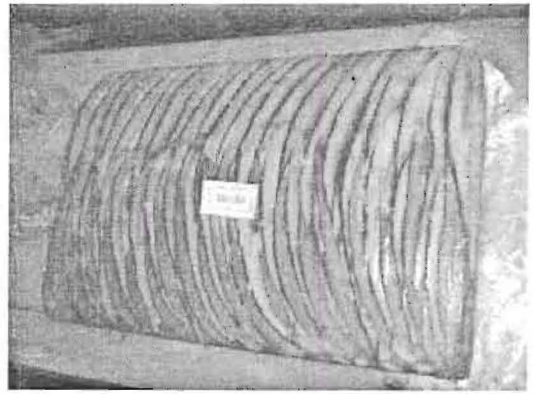


CNFC
中国水产总公司
CHINA NATIONAL FISHERIES CORP

Long Tangue Sole

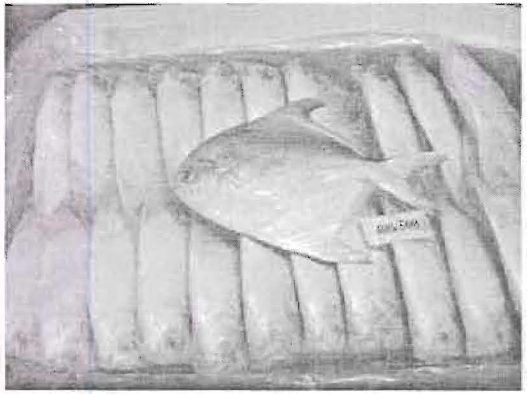


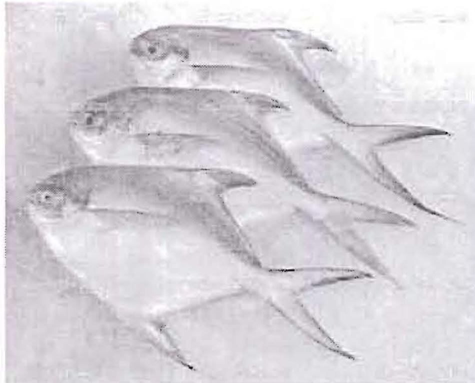


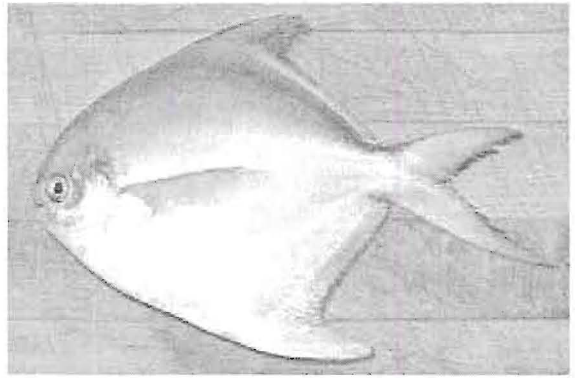


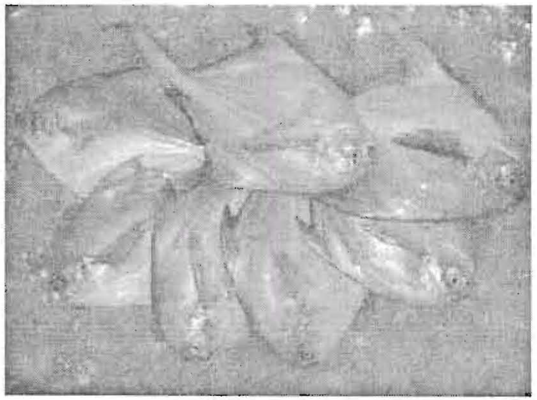


White Pomfret Fish









闵[illegible]总公司银行存款证明 缅甸
991

13395288-001 1/1 ②
缅甸 EDC

公　证　书

中华人民共和国北京市方正公证处

正本

编号：兴银京甘（2013）存字第 005 号

兴业银行北京分行资信证明书

存款证明

农业部：

我行应中国水产总公司的要求，兹证明如下：

根据我行资料记录，截止 2013 年 9 月 11 日，该公司在我行的活期存款账户：328660100100076489，账户存款余额达人民币叁仟柒佰壹拾柒万玖仟伍佰柒拾捌元柒角壹分（￥37,179,578.71）。

上述账户自开户至 2013 年 9 月 16 日，无发生过透支行为，无签发过期、作废票据，无印鉴不符行为。

上述描述仅代表本行观点，供参考。本证明函既非保证函，亦非承诺函，不构成本行对本证明申请人的任何形式的担保或承诺。任何受文人对自身的投资或其它商业行为应持谨慎态度，任何受文人依以上描述所做的投资或其它商业行为与本行无关，并不得凭此证明向本行提出索偿。

本证明书除正本外，其余的副本、翻译件、复印件等均不具有法律效力。

专此函告。

兴业银行北京甘家口支行

2013 年 9 月 17 日

公　　证　　书

（2013）京方正外经证字第 01557 号

申请人：中国水产总公司，住所：北京市西城区西单民丰胡同 31 号。

法定代表人：吴湘峰，男，一九五五年四月十三日出生，公民身份号码：110102195504130017。

委托代理人：宋英，女，一九七四年八月九日出生，公民身份号码：110102197408092320。

公证事项：印鉴

兹证明前面的文件上所盖的中国水产总公司之印鉴属实。

中华人民共和国北京市方正公证处

公证员 薛惠平

二〇一三年十一月二十九日

北京市方正公证处

1100000068756

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Original

No.: XYJG(2013)C Zi No.005

Credibility Letter of Industrial Bank Beijing Branch

Certificate of Deposit

Ministry of Agriculture:

At the request of China National Fisheries Corporation, our bank is hereby to certify that:

According to data logging of our bank, as of September 11, 2013, demand deposit accounts of the company in our bank is: 328660100100076459, balance of deposit accounts reached RMB Thirty Seven Million One Hundred and Seventy Nine Thousand Five Hundred and Seventy Eight point Seven One Yuan (¥ 37,179,578.71).

In respect of the above-mentioned account since the date of opening until September 16, 2013, there is no overdraft behavior occurred, no issue expired, invalid bills or no seal incompatible behavior.

Descriptions described above only represent the view of our bank, and for your reference. The credibility letter is neither a guarantee letter, nor a commitment letter, shall not constitute any guarantee or commitment of our bank to applicant of this certificate. Any receiver of this credibility letter should hold a prudent attitude to their own investment or other commercial activities; any investment or other commercial activities in accordance with the above descriptions herein have nothing to do with our bank, and the receiver thereof shall not lodge a claim against our bank by this credibility letter.

Except original of this credibility letter, other duplicates, translations, copies, etc. are considered to have no legal effect.

Beijing Ganjiakou
Subbranch of Industrial
Bank Co., Ltd

Beijing Ganjiakou Subbranch, Industrial Bank Co., Ltd.
September 17, 2013

NOTARIAL CERTIFICATE

(Translation)

(2013) J.F.Z.W.J.Z.Zi, No.01557

Applicant: China National Fisheries Corp., Address: No. 31 Minfeng Hutong, Xidan of Xicheng District, Beijing.

Legal Representative: Wu Xiangfeng, male, was born on Apr. 13, 1955, ID Card No.: 110102195504130017.

Authorized Agent: Song Ying, female, was born on Aug. 9, 1974, ID Card No.: 110102197408092320.

Issue under notarization: Seal

This is to certify that the Seal of China National Fisheries Corp. affixed on the foregoing Document is authentic.

Notary: Xue Zhongping

Beijing Fangzheng Notary Public Office

The People's Republic of China

Nov. 29, 2013

II 57242176

缅甸

13395304-001 1/1 ②
缅甸 EDC

公　证　书

中华人民共和国北京市方正公证处

中审亚太会计师事务所有限公司

China Audit Asia Pacific Certified Public Accountants Co., Ltd.

审 计 报 告

AUDIT REPORT

中国水产总公司

2011年度

合并财务报表审计

中国·北京

BEIJING CHINA

目 录

审 计 报 告

中审亚太审字（2012）第010049-4号

中国水产总公司：

我们审计了后附的中国水产总公司（以下简称贵公司）合并财务报表，包括2011年12月31日的合并资产负债表，2011年度的合并利润表、合并现金流量表和合并所有者权益变动表以及合并财务报表附注。

一、管理层对合并财务报表的责任

编制和公允列报合并财务报表是贵公司管理层的责任。这种责任包括：（1）按照企业会计准则的规定编制合并财务报表，并使其实现公允反映；（2）设计、执行和维护必要的内部控制，以使合并财务报表不存在由于舞弊或错误导致的重大错报。

二、注册会计师的责任

我们的责任是在执行审计工作的基础上对合并财务报表发表审计意见。我们按照中国注册会计师审计准则的规定执行了审计工作。中国注册会计师审计准则要求我们遵守中国注册会计师职业道德守则，计划和执行审计工作以对合并财务报表是否不存在重大错报获取合理保证。

审计工作涉及实施审计程序，以获取有关合并财务报表金额和披露的审计证据。选择的审计程序取决于注册会计师的判断，包括对由于舞弊或错误导致的合并财务报表重大错报风险的评估。在进行风险评估时，注册会计师考虑与合并财务报表编制和公允列报相关的内部控制，以设计恰当的审计程序，但目的并非对内部控制的有效性发表意见。审计工作还包括评价管理层选用会计政策的恰当性和作出会计估计的合理性，以及评价合并财务报表的总体列报。

我们相信，我们获取的审计证据是充分、适当的，为发表审计意见提供了基础。

三、审计意见

我们认为，贵公司的合并财务报表在所有重大方面按照企业会计准则的规定

编制，公允反映了贵公司 2011 年 12 月 31 日的合并财务状况以及 2011 年度的合并经营成果和合并现金流量。

中审亚太会计师事务所有限公司　　　　中国注册会计师：

中国·北京市　　　　中国注册会计师：

二〇一二年四月二十五日

合并资产负债表

企财01表

编制单位：中国水产总公司　　　　2011年12月31日　　　　金额单位：元

项目	行次	期末余额	年初余额	项目	行次	期末余额	年初余额
流动资产：	1	——	——	流动负债：	66	——	——
货币资金	2	389,872,903.36	328,909,444.77	短期借款	67	192,398,459.17	5,132,536.74
△结算备付金	3		-	△向中央银行借款	68	-	-
△拆出资金	4	-	-	△吸收存款及同业存放	69	-	-
交易性金融资产	5	-	-	△拆入资金	70	-	-
应收票据	6	100,000.00	-	交易性金融负债	71	-	-
应收账款	7	65,746,258.95	50,954,497.72	应付票据	72	-	-
预付款项	8	32,685,553.98	6,710,000.94	应付账款	73	101,539,311.75	99,647,671.80
△应收保费	9	-	-	预收款项	74	94,545,688.64	67,198,920.14
△应收分保账款	10	-	-	△卖出回购金融资产款	75	-	-
△应收分保合同准备金	11	-	-	△应付手续费及佣金	76	-	-
应收利息	12	-	-	应付职工薪酬	77	145,330,308.18	129,949,259.38
应收股利	13	-	-	其中：应付工资	78	129,314,271.50	118,385,076.69
其他应收款	14	19,292,253.53	28,663,954.45	应付福利费	79	-	
△买入返售金融资产	15	-	-	#其中：职工奖励及福利基金	80	-	-
存货	16	394,305,330.55	166,721,641.56	应交税费	81	5,317,560.89	3,533,315.69
其中：原材料	17	81,329,318.38	16,031,711.27	其中：应交税金	82	5,288,892.03	3,530,876.70
库存商品(产成品)	18	247,703,514.20	150,629,592.87	应付利息	83	-	-
一年内到期的非流动资产	19	-	-	应付股利	84	-	-
其他流动资产	20	-	10,338,354.17	其他应付款	85	326,742,283.59	261,161,541.91
流动资产合计	21	842,002,300.37	592,297,893.61	△应付分保账款	86	-	-
非流动资产：	22	——	——	△保险合同准备金	87	-	-
△发放贷款及垫款	23	-	-	△代理买卖证券款	88	-	-
可供出售金融资产	24	-	-	△代理承销证券款	89	-	-
持有至到期投资	25	-	-	一年内到期的非流动负债	90	-	-
长期应收款	26	-	-	其他流动负债	91	8,776,026.78	2,410,565.58
长期股权投资	27	439,359,698.47	439,897,885.64	流动负债合计	92	874,649,639.00	569,033,811.24
投资性房地产	28	-	-	非流动负债：	93	——	——
固定资产原价	29	1,481,113,694.48	1,322,278,034.17	长期借款	94	100,902,546.88	342,763,550.88
减：累计折旧	30	409,599,874.18	367,019,976.64	应付债券	95	-	-
固定资产净值	31	1,071,513,820.30	955,258,057.53	长期应付款	96	124,160,000.00	110,000,000.00
减：固定资产减值准备	32	38,830,653.13	42,484,948.62	专项应付款	97	45,745.90	-
固定资产净额	33	1,032,683,167.17	912,773,108.91	预计负债	98	966,910.31	2,670,480.00
在建工程	34	47,479,460.31	104,693,492.73	递延所得税负债	99	-	-
工程物资	35	-	-	其他非流动负债	100	-	-
固定资产清理	36	-	-	其中：特准储备基金	101	-	-
生产性生物资产	37	-	-	非流动负债合计	102	226,075,203.09	455,434,030.88
油气资产	38	-	-	负债合计	103	1,100,724,842.09	1,024,467,842.12
无形资产	39	206,987,277.15	211,299,512.07	所有者权益（或股东权益）：	104	——	——
开发支出	40	-	-	实收资本（股本）	105	97,811,801.95	97,811,801.95
商誉	41	3,000,000.00	3,000,000.00	国家资本	106	-	-
长期待摊费用	42	51,280,542.24	46,973,963.43	集体资本	107	-	-
递延所得税资产	43	-	-	法人资本	108	97,811,801.95	97,811,801.95
其他非流动资产	44	-	1,157,630.94	其中：国有法人资本	109	97,811,801.95	97,811,801.95
其中：特准储备物资	45	-	-	集体法人资本	110	-	-
非流动资产合计	46	1,780,790,145.34	1,719,795,593.72	个人资本	111	-	-
	47			外商资本	112	-	-
	48			#减：已归还投资	113	-	-
	49			实收资本（或股本）净额	114	97,811,801.95	97,811,801.95
	50			资本公积	115	284,211,637.13	284,211,637.13
	51			减：库存股	116	-	-
	52			专项储备	117	-	-
	53			盈余公积	118	511,260,839.56	511,260,839.56
	54			其中：法定公积金	119	461,968,681.18	461,968,681.18
	55			任意公积金	120	49,292,158.38	49,292,158.38
	56			#储备基金	121	-	-
	57			#企业发展基金	122	-	-
	58			#利润归还投资	123	-	-
	59			△一般风险准备	124	-	-
	60			未分配利润	125	611,102,070.91	405,615,916.25
	61			外币报表折算差额	126	2,323,593.25	1,571,356.47
	62			归属于母公司所有者权益合计	127	1,506,709,942.80	1,300,471,551.36
	63			*少数股东权益	128	15,357,660.82	-12,845,906.15
	64			所有者权益合计	129	1,522,067,603.62	1,287,625,645.21
资产总计	65	2,622,792,445.71	2,312,093,487.33	负债和所有者权益总计	130	2,622,792,445.71	2,312,093,487.33

合并所有者权益变动表

会企04表

编制单位：中国水产总公司　　　　2011年度　　　　金额单位：元

项目	行次	本年金额：归属于母公司所有者权益：实收资本（或股本）	资本公积	减：库存股	专项储备	盈余公积	一般风险准备	未分配利润	其他	小计	少数股东权益	所有者权益合计	上年金额：归属于母公司所有者权益：实收资本（或股本）	资本公积	减：库存股	专项储备	盈余公积	一般风险准备	未分配利润	其他	小计	少数股东权益	所有者权益合计
栏次	—	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
一、上年年末余额	1	97,811,801.95	284,211,637.13	-	-	511,280,839.56	-	405,618,916.25	1,571,358.47	1,300,471,951.36	-12,846,908.15	1,287,625,045.21	85,411,801.95	284,211,637.13	-	-	511,280,839.56	-	387,920,444.85	-6,094,984.98	1,242,719,758.51	-14,431,951.95	1,228,287,806.60
加：会计政策变更	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
前期差错更正	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
二、本年年初余额	4	97,811,801.95	284,211,637.13	-	-	511,280,839.56	-	405,618,916.25	1,571,358.47	1,300,471,951.36	-12,846,908.15	1,287,625,045.21	85,411,801.95	284,211,637.13	-	-	511,280,839.56	-	387,920,444.85	-6,084,564.06	1,242,719,758.51	-14,431,251.91	1,228,287,808.60
三、本年增减变动金额（减少以"-"号填列）	5	-	-	-	-	-	-	205,486,354.88	752,236.78	206,238,591.44	28,203,506.07	234,441,959.41	12,400,000.00	-	-	-	-	-	37,696,471.40	7,906,321.45	57,753,722.85	1,586,046.76	59,337,808.41
（一）净利润	6	-	-	-	-	-	-	246,283,571.10	-	246,283,571.10	5,172,452.59	251,456,024.52	-	-	-	-	-	-	81,554,834.54	-	81,554,834.54	1,586,045.76	83,140,880.30
（二）其他综合收益	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
综合收益小计	8	-	-	-	-	-	-	246,283,571.93	-	246,283,571.93	5,172,452.59	251,456,024.52	-	-	-	-	-	-	81,554,834.54	-	81,554,834.54	1,586,045.76	83,140,880.30
（三）所有者投入和减少资本	9	-	-	-	-	-	-	-	-	-	-	-	12,400,000.00	-	-	-	-	-	-	-	12,400,000.00	-	12,400,000.00
1.所有者投入资本	10	-	-	-	-	-	-	-	-	-	-	-	12,400,000.00	-	-	-	-	-	-	-	12,400,000.00	-	12,400,000.00
2.股份支付计入所有者权益的金额	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3.其他	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
（四）专项储备提取和使用	13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1.提取专项储备	14	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2.使用专项储备	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
（五）利润分配	16							-40,777,417.27	752,236.78	-40,025,180.49	23,031,114.38	-16,994,066.11							-43,859,363.14	7,656,321.45	-36,203,041.69	-	-36,203,041.69
1.提取盈余公积	17	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
其中：法定公积金	18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
任意公积金	19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
#储备基金	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
#企业发展基金	21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
#利润归还投资	22	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2.提取一般风险准备	23	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3.对所有者（或股东）的分配	24	-	-	-	-	-	-	-40,777,417.27	-	-40,777,417.27	-	-40,777,417.27	-	-	-	-	-	-	-37,774,398.16	-	-37,774,398.16	-	-37,774,398.16
4.其他	25	-	-	-	-	-	-	-	752,236.78	752,236.78	23,031,114.38	23,783,351.16	-	-	-	-	-	-	-6,084,964.98	7,656,321.45	1,571,356.47	-	1,571,356.47
（六）所有者权益内部结转	26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1.资本公积转增资本（或股本）	27	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2.盈余公积转增资本（或股本）	28	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3.盈余公积弥补亏损	29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4.其他	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
四、本年年末余额	31	97,811,801.95	284,211,637.13	-	-	511,280,839.56	-	611,302,070.91	2,323,595.25	1,506,709,942.80	15,357,660.82	1,522,067,603.62	97,811,801.95	284,211,637.13	-	-	511,280,839.56	-	405,618,916.25	1,571,358.47	1,300,471,950.30	-12,846,908.15	1,287,625,645.21

合并资产减值准备情况表

企财07表

编制单位：中国水产总公司　　　　2011年12月31日　　　　金额单位：元

项目	行次	年初账面余额	本年增加额				本年减少额					期末账面余额	项目	行次	金额
			本年计提额	合并增加额	其他原因增加额	合计	因资产价值回升转回额	转销额	合并减少额	其他原因减少额	合计				
栏次	—	1	2	3	4	5	6	7	8	9	10	11	补充资料：	—	12
一、坏账准备	1	6,939,343.82	-4,460,704.20	-	3,975,519.17	-485,185.03	-	-	-	-	-	6,454,158.79	一、待处理财产损失（执行行业会计制度企业	17	-
二、存货跌价准备	2	455,101.02	2,754,344.17	-	-	2,754,344.17	-	-	-	-	-	3,209,445.19	（一）流动资产净损失	18	-
三、可供出售金融资产减值准备	3	-	-	-	-	-	-	-	-	-	-	-	其中：坏账损失	19	-
四、持有至到期投资减值准备	4	-	-	-	-	-	-	-	-	-	-	-	存货损失	20	-
五、长期股权投资减值准备	5	-	-	-	-	-	——	-	-	-	-	-	短期投资损失	21	-
六、投资性房地产减值准备	6	-	-	-	-	-	——	-	-	-	-	-	（二）固定资产损失	22	-
七、固定资产减值准备	7	42,484,948.62	742,588.64	-	-	742,588.64	——	4,396,884.13	-	-	4,396,884.13	38,830,653.13	其中：固定资产盘亏	23	-
八、工程物资减值准备	8	-	-	-		-	——	-	-	-	-	-	固定资产毁损、报废	24	-
九、在建工程减值准备	9	-	-	-		-	——	-	-	-	-	-	固定资产盘盈	25	-
十、生产性生物资产减值准备	10	-	-	-		-	——	-	-	-	-	-	（三）长期投资损失	26	-
十一、油气资产减值准备	11	-	-	-		-	——	-	-	-	-	-	（四）无形资产损失	27	-
十二、无形资产减值准备	12	-	-	-		-	——	-	-	-	-	-	（五）在建工程损失	28	-
十三、商誉减值准备	13	-	-	-	-	-	——	-	-	-	-	-	（六）委托贷款损失	29	-
十四、其他减值准备	14	-	-	-	-	-	-	-	-	-	-	-	二、政策性挂账	30	-
	15												三、当年处理以前年度损失和挂账	31	-
合　计	16	49,879,393.46	-963,771.39	-	3,975,519.17	3,011,747.78	-	4,396,884.13	-	-	4,396,884.13	48,494,257.11	其中：在当年损益中处理以前年度损失挂账	32	-

公　　证　　书

（2013）京方正外经证字第 01558 号

申请人：中国水产总公司，住所：北京市西城区西单民丰胡同 31 号。

法定代表人：吴湘峰，男，一九五五年四月十三日出生，公民身份号码：110102195504130017。

委托代理人：宋英，女，一九七四年八月九日出生，公民身份号码：110102197408092320。

公证事项：印鉴

兹证明前面的《审计报告》上所盖的中国水产总公司之印鉴属实。

中华人民共和国北京市方正公证处

公证员　薛思平

二〇一三年十二月二十九日

II 57242177

CAF

China Audit Asia Pacific Certified Public Accountants Co., Ltd.

AUDIT REPORT

Consolidated Financial Statements Auditing in 2011

for China National Fisheries Corp.

BEIJING CHINA

Contents

Audit Report

ZSYTS Zi (2012) No.010049-4

To China National Fisheries Corp.,

We have audited the accompanying consolidated financial statements of China National Fisheries Corp. (the "Company") as of December 31, 2011 and the related consolidated profit statement, consolidated cash flow statement and consolidated statement of changes in equity for the year then ended, and a summary of other consolidated explanatory notes.

Ⅰ. Management's Responsibility for the Consolidated Financial Statements

The management of your company is responsible for the preparation and fair presentation of these consolidated financial statements. This responsibility includes: (i) preparing these consolidated financial statements in accordance with the *Accounting Standards for Business Enterprises* and presenting them in a fair way; (ii) designing, implementing and maintaining necessary internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Ⅱ. Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with the *Standards on Auditing for Certified Public Accountants*. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Ⅲ. Opinion

In our opinion, the consolidated financial statements give a true and fair view of the financial position of the Company as of December 31, 2011, and of its consolidated

financial performance and consolidated cash flow statement for the year 2011 then ended in accordance with the *Accounting Standards for Business Enterprises*.

China Audit Asia Pacific Certified Public Accountants Co., Ltd.

China Audit Asia Pacific Certified Public Accountants Co., Ltd.

Beijing, China

Certified Public Accountants of China: Xu Chunping

Certified Public Accountants of China
Xu Chunping
00162148

Certified Public Accountants of China: Teng Youping

Certified Public Accountants of China
Teng Youping
02443615

April 25, 2012

Consolidated Balance Sheet

Business Finance Table01

Name of Enterprise: China National Fisheries Corporation — December 31,2011 — Currency Unit: RMB Yuan

Item	Line No.	Ending Balance	Beginning Balance	Item	Line No.	Ending Balance	Beginning Balance
Current assets:	1	—	—	Current liabilities:	66	—	—
[illegible]	2	389,872,903.36	328,909,444.77	[illegible]	67	192,398,459.17	5,132,536.74
[illegible]	3			[illegible]	68		
[illegible]	4			[illegible]	69		
[illegible]	5			[illegible]	70		
[illegible]	6	100,000,00		[illegible]	71		
[illegible]	7	65,746,258.95	50,954,497.72	[illegible]	72		
[illegible]	8	32,685,553.98	6,710,000.94	[illegible]	73	101,539,311.75	99,647,671.80
[illegible]	9			[illegible]	74	94,545,688.64	67,198,920.14
[illegible]	10			[illegible]	75		
[illegible]	11			[illegible]	76		
[illegible]	12			[illegible]	77	145,330,308.18	129,949,259.38
[illegible]	13			[illegible]	78	129,314,271.50	118,385,076.69
[illegible]	14	19,292,253.53	28,663,954.45	[illegible]	79		
[illegible]	15			[illegible]	80		
[illegible]	16	334,305,330.55	166,721,641.56	[illegible]	81	5,317,560.89	3,533,315.69
[illegible]	17	81,329,318.38	16,031,711.27	[illegible]	82	5,288,892.03	3,530,876.70
[illegible]	18	247,703,514.20	150,629,592.87	[illegible]	83		
[illegible]	19			[illegible]	84		
[illegible]	20		10,338,354.17	[illegible]	85	326,742,283.59	261,161,541.91
[illegible]	21	842,002,300.37	592,297,893.61	[illegible]	86		
Non-current assets:	22	—	—	[illegible]	87		
[illegible]	23			[illegible]	88		
[illegible]	24			[illegible]	89		
[illegible]	25			[illegible]	90		
[illegible]	26			[illegible]	91	8,776,026.78	2,410,565.58
[illegible]	27	439,359,698.47	439,897,885.64	[illegible]	92	874,649,639.00	569,033,811.24
[illegible]	28			Non-current liabilities:	93	—	—
[illegible]	29	1,481,113,694.48	1,322,278,034.17	[illegible]	94	100,902,546.88	342,763,550.88
[illegible]	30	409,599,874.18	367,019,976.64	[illegible]	95		
[illegible]	31	1,071,513,820.30	955,258,057.53	[illegible]	96	124,160,000.00	110,000,000.00
[illegible]	32	38,830,653.13	42,484,948.62	[illegible]	97	45,745.90	
[illegible]	33	1,032,683,167.17	912,773,108.91	[illegible]	98	966,910.31	2,670,480.00
[illegible]	34	47,479,460.31	104,693,492.73	[illegible]	99		
[illegible]	35			[illegible]	100		
[illegible]	36			[illegible]	101		
[illegible]	37			[illegible]	102	226,075,203.09	455,434,030.88
[illegible]	38			[illegible]	103	1,100,724,842.09	1,024,467,842.12
[illegible]	39	206,987,277.15	211,299,512.07	[illegible]	104	—	—
[illegible]	40			[illegible]	105	97,811,801.95	97,811,801.95
[illegible]	41	3,000,000.00	3,000,000.00	[illegible]	106		
[illegible]	42	51,280,542.24	46,973,963.43	[illegible]	107		
[illegible]	43			[illegible]	108	97,811,801.95	97,811,801.95
[illegible]	44		1,157,630.94	[illegible]	109	97,811,801.95	97,811,801.95
[illegible]	45			[illegible]	110		
[illegible]	46	1,780,790,145.34	1,719,795,593.72	[illegible]	111		
[illegible]	47			[illegible]	112		
[illegible]	48			[illegible]	113		
[illegible]	49			[illegible]	114	97,811,801.95	97,811,801.95
[illegible]	50			[illegible]	115	284,211,637.13	284,211,637.13
[illegible]	51			[illegible]	116		
[illegible]	52			[illegible]	117		
[illegible]	53			[illegible]	118	511,260,839.56	511,260,839.56
[illegible]	54			[illegible]	119	461,968,681.18	461,968,681.18
[illegible]	55			[illegible]	120	49,292,158.38	49,292,158.38
[illegible]	56			[illegible]	121		
[illegible]	57			[illegible]	122		
[illegible]	58			[illegible]	123		
[illegible]	59			[illegible]	124		
[illegible]	60			[illegible]	125	611,102,070.91	405,615,916.25
[illegible]	61			[illegible]	126	2,323,593.25	1,571,356.47
[illegible]	[illegible]			[illegible]	[illegible]	1,506,709,942.80	1,300,471,551.36

Consolidated Profit Statement

Business Finance Table02

Name of Enterprise: China National Fisheries Corporation | The Year of 2011 | Currency Unit: RMB Yuan

Items	Line No.	Current Amount	Last Term Amount	Items	Line No.	Current Amount	Last Term Amount
I. Gross revenue	1	1,349,580,432.08	1,009,359,847.53	Others	29		
Including: Operation revenue	2	1,349,580,432.08	1,009,359,847.53	Plus: Changes in fair value recognized in profit or loss (The loss expressed with "-" to fill)	30		
Including: Main business income	3	1,329,183,673.88	992,654,937.86	Investment income (The loss expressed with "-" to fill)	31	8,243,040.84	29,646,939.95
Other business income	4	20,396,758.20	16,704,909.67	Including: Investment income in associated companies and joint ventures	32		
△Interest income	5			△Exchange gain (The loss expressed with "-" to fill)	33		
△Earned premium	6			III. Sales profit (The loss expressed with "-" to fill)	34	-136,996,960.49	-76,700,136.85
△Service charge and commission fee	7			Plus: Non-operating income	35	402,227,327.98	165,585,682.54
II. Total operating costs	8	1,494,820,433.41	1,115,706,924.33	Including: Gains from disposal of non-current assets	36	16,626,972.04	27,789,026.78
Including: Operating costs	9	1,285,588,330.45	936,135,481.03	Non-monetary asset exchange profits	37		
Including: Main business cost	10	1,239,694,463.16	929,702,721.09	Government subsidies	38	384,277,469.79	136,157,046.60
Other operating cost	11	45,893,867.29	6,432,759.94	Gains from debt restructuring	39	-	
△Interest expense	12			Minus: Non-business expenditure	40	7,623,759.80	1,825,948.60
△Service charge and commission fee	13			Including: Disposal loss on non-current liability	41	528,287.11	598,995.73
△Surrender value	14			Exchange loss on non-monetary liability	42		
△Net payments for insurance claims	15			Loss on arrangement	43		
△Net provision for extracting insurance contracts	16			IV. Total profit (Total loss expressed with "-" to fill)	44	257,606,607.69	87,059,597.09
△Expenditure dividend policy	17			Minus: Income tax expense	45	6,170,583.17	3,918,716.79
△Amortized reinsurance expenditures	18			V. Net margin (Net deficiency expressed with "-" to fill)	46	251,436,024.52	83,140,880.30
Business tax and surcharges	19	1,718,073.56	591,280.98	Net profit attributable to the parent company owner	47	246,263,571.93	81,554,834.54
Selling expenses	20	47,384,784.99	38,923,639.83	Minority interest income	48	5,172,452.59	1,586,045.76
Administrative expenses	21	137,746,958.77	129,725,160.10	VI. Earnings per share	49	——	——
Including: Research and development cost	22	9,673,228.43	6,753,416.75	Basic earnings per share	50		
Research and development cost	23			Diluted earnings per share	51		
Financial expense	24	23,346,057.03	6,741,606.70	VII. Other comprehensive income	52	2,323,593.25	1,571,356.47
Including: Interest expense	25	14,138,809.09	11,912,481.78	VIII. Total comprehensive income	53	253,759,617.77	84,712,236.77
Interest income	26	4,479,622.17	12,958,316.61	Total comprehensive income attributable to the parent company owner	54	248,587,165.18	83,126,191.01
Exchange net loss (Net profit expressed with "-" to fill)	27	11,111,193.46	5,555,294.95	Total comprehensive income attributable to minority shareholder	55	5,172,452.59	1,586,045.76
Asset impairment loss	28	-963,771.39	3,589,755.69		56		

Cash Flows Statement

Business Finance Table03

Name of Enterprise: China National Fisheries Corporation — The Year of 2011 — Currency Unit: RMB Yuan

Items	Line No	Amount of This Period	Amount of Last Period	Items	Line No	Amount of This Period	Amount of Last Period
I. Cash outflows for operating activities:	1	—	—	Net cash received from disposal of fixed assets, intangible assets and other long-term assets	30	6,721,442.08	34,361,117.38
Cash received from providing products, rendering of service	2	1,392,254,718.13	967,037,671.48	Net cash received from disposal of subsidiaries and other business units	31		
△Net increase for customers deposit and deposit from other banks	3			Cash received from others relating to investment activities	32		
△Net increase from borrowing from central bank	4			Cash inflows from investment activities	33	8,371,442.08	35,361,117.38
△Net increase from borrowing funds of other financing institutions	5			Cash paid to acquire purchasing and construction of fixed assets, intangible assets and other long-term assets	34	101,621,627.86	177,229,187.60
△Cash from indemnity payment of original insurance contracts	6			Cash paid to acquire investment	35		
△Net cash received from reinsurance business	7			△Net increase of pledge loans	36		
△Net increase from deposit from the insured and investment section	8			Net cash payment from subsidiaries and other business units	37		
△Net increase from disposal of tradable financial assets	9			Cash payments for others related to investment activities	38		
△Cash for interest, commission charges and commission	10			Cash outflows for investing activities	39	101,621,627.86	177,229,187.60
△Net increase of invested funds	11			Net cash flows from investing activities	40	-93,250,185.78	-141,868,070.22
△Net capital increase of repurchase business	12			III. Cash flows from financing activities:	41	—	—
Refund of tax and levy	13	4,646,261.20	18,537,319.00	Cash received from investor	42		12,400,000.00
Other cash received relating to operating activities	14	540,611,634.06	228,707,499.90	Including: Cash received from subsidiary's absorbing of minority shareholder investment	43		
Cash inflows from operating activities	15	1,937,512,613.39	1,214,282,490.38	Receipts from borrowings	44	355,388,047.87	164,610,400.00
Cash payment for purchasing goods and receiving labor	16	1,318,180,182.79	860,260,202.57	△Cash received from issuing bonds	45		
△Net increase for customer loans and advances	17			Other cash received relating to financing activities	46		
△Net increase for storing in central bank and deposits in other banks	18			Cash inflows from financing activities	47	355,388,047.87	177,010,400.00
△Cash payment for indemnity payment of original insurance contracts	19			Cash payments for amounts borrowed	48	407,938,033.70	213,978,300.00
△Cash payment for interests, commission charges and commission	20			Cash payments for interest expenses and distribution of dividends or profit	49	51,351,938.28	37,774,398.16
△Cash payment for policy dividend	21			Including: Interests and profits from subsidiary's payment for minority shareholder	50		
Cash paid to and on behalf of employees	22	238,655,293.27	189,059,825.10	Other cash payments relating to financing activities	51		
Cash paid for taxes and expenses	23	12,894,128.52	8,250,241.08	Cash outflow for financing activities	52	459,289,971.98	251,752,698.16
Cash payment for others relating to other operating activities	24	109,667,440.33	229,057,632.25	Net cash flows from financing activities	53	-103,901,924.11	-74,742,298.16
Cash outflows for operating activities	25	1,679,397,044.91	1,286,627,901.00	IV. Effects of exchange rate changes on cash and cash equivalents	54		32,340.47
Net cash flows from operating activities	26	258,115,568.48	-72,345,410.62	V. Net increase in cash and cash equivalents	55	60,963,458.59	-288,923,438.53
II. Cash flows from investing activities:	27	—	—	Plus: Balance of initial cash and cash equivalents	56	328,909,444.77	617,832,883.30
Cash withdrawn from returns of investments	28			VI. Balance of final cash and cash equivalents	57	389,872,903.36	328,909,444.77
Cash received from returns on investments	29	1,650,000.00	1,000,000.00		58		

Consolidation of Statement of Change in Equity

Business Finance Table04

Name of Enterprise: China National Fisheries Corporation | The Year of 2011 | Currency Unit: RMB Yuan

Items	Line No.	Amount of This Year — Equity Attributable to Parent Company Owner: Paid-up capital (or capital stock)	Capital reserve	Minus:Treasury stock	Special reserves	Surplus reserves	General risk preparation	Undistributed profit	Others	Subtotal	Minority interest	Total owners' equity	Amount of Last Year — Equity Attributable to Equity Holders: Paid-up capital (or capital stock)	Capital reserve	Minus:Treasury stock	Special reserves	Surplus reserves	General risk preparation	Undistributed profit	Others	Subtotal	Minority interest	Total owners' equity
Column No.	—	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Ⅰ. Balance at the end of last year	1	97,811,801.95	284,211,537.13			511,260,839.56		[redacted]	[redacted]	1,300,471,551.36	-12,645,506.15	1,287,625,645.21	85,411,801.96	284,211,637.13	-	-	511,260,839.56	-	367,920,444.85	[redacted]	1,242,719,758.51	-14,431,951.91	[redacted]
Plus: Changes in accounting policies	2									-			—	—	—	—	—	—	—	—	—	—	—
Correction of prior period errors	3									-		-	—	—	—	—	—	—	—	—	—	—	—
Ⅱ. Balance at the beginning of this year	4	97,811,801.95	[redacted]	-	-	511,260,839.56	-	[redacted]	1,571,366.47	1,300,471,551.36	[redacted]	1,287,625,645.21	85,411,801.96	284,211,637.13	-	-	511,260,839.56	-	367,920,444.85	[redacted]	1,242,719,758.51	-14,431,951.91	[redacted]
Ⅲ. Amount changes of this year (Reduction expressed with"-"to fill)	5		-	-	-	-	-	[redacted]	752,236.78	206,238,391.44	[redacted]	234,441,958.41	12,400,000,00	-	-	-	-	-	37,695,471.40	7,656,321.45	57,751,792.85	1,586,046.76	59,337,838.61
(Ⅰ) Net profit	6	—	—	—	—	—	—	[redacted]	—	246,263,571.93	5,172,452.59	251,436,024.52	—	—	—	—	—	—	81,554,634.54	—	81,554,834.54	1,586,046.76	83,140,850.30
(Ⅱ) Other comprehensive income	7									-		-	-	-	-	-	-	-	-	-	-	-	-
Subtotal of comprehensive income	8							[redacted]	-	246,263,571.93	5,172,452.59	251,436,024.52	-	-	-	-	-	-	81,554,634.54	-	81,554,834.54	[redacted]	83,140,850.30
(Ⅲ) Owners' invested and decreased capital	9									-		-	12,400,000,00	-	-	-	-	-	-	-	12,400,000,00	-	12,400,000,00
1.Owner's invested capital	10			—	—	—	—	—	—	-		-	12,400,000,00	-	—	—	—	—	—	—	12,400,000,00	-	12,400,000,00
2.Shares included in the owners' equity	11			—	—	—	—	—	—				-	-	—	—	—	—	—	—	-	-	-
3.Others	12												-	-	-	-	-	-	-	-	-	-	-
(Ⅳ) Extraction and use of special reserves	13												-	-	-	-	-	-	-	-	-	-	-
1.Extraction of special reserves	14	—	—	—		—	—	—	—				—	—	—	-	—	—	—	—	-	-	-
2.Use of special reserves	15	—	—	—		—	—	—	—				—	—	—	-	—	—	—	—	-	-	-
(Ⅴ) Profit distribution	16							-40,777,417.27	752,236,78	-40,025,180.49	23,031,114.38	-16,994,066.11	-	-	-	-	-	-	-43,859,363.14	7,656,321.45	-36,203,041.69		-36,203,041.69
1.Withdrawal surplus reserves	17												-	-	-	-	-	-	-	-	-	-	-
Including: Statutory surplus reserve	18	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
Other surplus reserve	19	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
#Reserve funds	20	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
#Enterprise development funds	21	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
#Investment returned with profit	22	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
2.Withdrawal of general risk preparation	23	—	—	—	—	—			—		—		—	—	—	—	—	-	-	—	-	—	-
3. Distribution to owners and shareholders	24	—	—	—	—	—	—	-40,777,417.27	—	-40,777,417.27		-40,777,417.27	—	—	—	—	—	—	37,774,368.16	—	[redacted]	-	-37,774,398.16
4.Others	25								752,236,78	752,236,78	23,031,114.38	[redacted]	-	-	-	-	-	-	-6,084,964.98	7,656,321,45	1,671,356.47		1,671,356.47
(Ⅵ) Internal carry-over of owner's equity	26												-	-	-	-	-	-	-	-	-	-	-
1.Capital accumulation and capital addition (or capital stock)	27			—	—	—	—	—	—		—		-	-	—	—	—	—	—	—	-	—	-
2.Surplus reserves and capital addition (or capital stock)	28		—	—	—		—	—	—		—		-	—	—	—	-	—	—	—	-	—	-
3.Surplus reserves and cover the deficit	29	—	—	—	—		—		—		—		—	—	—	—	-	—	-	—	-	—	-
4.Others	30												-	-	-	-	-	-	-	-	-	-	-
Ⅳ. Balance at the end of this year	31	97,811,801.95	[redacted]	-	-	511,260,839.56	-	[redacted]	[redacted]	1,506,709,942.80	[redacted]	1,522,067,603.62	[redacted]	284,211,637.13	-	-	511,260,839.56	-	406,615,916.25	1,571,356.47	1,300,471,561.36	-12,845,806.16	1,267,625,645.21

follows:

1) To decide the management principle and investment plan of the company.
2) To elect and replace the supervisors assigned by the stockholders, and decide their salaries.
3) To examine and approve the reports submitted by the board of director.
4) To examine and approve the reports submitted by the supervisors.
5) To examine and approve the annual financial budget and final settlement of the company.
6) To examine and approve the appropriation of profits and making up the loss of the company.
7) To make decisions on the increase or decrease of company's registered capital.
8) To make decisions on issuing company's bond.
9) To make decisions or transferring of the investment to non-stockholders.
10) To make decisions on merge, segregation, change, dissolution and liquidation of the company.
11) To amend the Articles of Association of company.

Article 13 The first stockholder's meeting should be called and presided by the stockholders who invested the most.

Article 14 The stockholders have the rights to vote according to their shares at general meeting.

Article 15 There are two kinds of stockholder's meetings, fixed meting and temporary meeting, and it should inform to all stockholders before 15 days as holding meeting. The fixed meeting will be held once each year, the temporary meeting will be held suggested by 1/4 stockholders who have the voting right, 1/3 director or supervisor. The stockholders can entrust other persons to attend the meeting in written and the authorized person performs their rights according to the letter of attorney.

Article 16 The stockholder's meeting should be called by board of directors and presided by the board chairman. Because of special reason, the board chairman can't perform his/her duty, the board chairman shall appoint other director to preside the meeting.

Article 17 The stockholder's meeting should make resolution for the meeting's projects. The resolution must be voted and passed by 3/4 stockholders who have the voting rights. The resolution about decreasing or increasing the registered capital, dividing, merge, dissolution or change the company's type, change the Articles of Association should be voted and passed by 2/3 stockholders who have the voting right. The discussed projects should be recorded, and the stockholders who

attended the meeting should sign their names on the meeting record.

Article 18 The company has a board of directors, there are five members of the board of directors who are elected by the stockholder's meeting. The term of board of directors is three years. When the term of office is expired, the directors can be reappointed or reelected continuously. There is one board chairman who is elected and dismissed by the board of directors.

The board of directors has the following rights:

1) To call the stockholder's meeting and report the work to stockholder's meeting.
2) To perform the resolution of the stockholder's meeting.
3) To decide the plans of operation and investment of Company.
4) To make the annual financial budget plan and accounting plan of Company.
5) To make the plans of appropriation of profits and making up the loss of Company.
6) To make the plan of increasing or decreasing the registered capital of Company.
7) To draw up the plan of merge, segregation, change and dissolution of the Company.
8) To decide the organization of internal management of Company.
9) To appoint or dismiss the company's manager and appoint or dismiss the company's deputy manager and financial person in charge according to the manager's nomination and decide the reward of the deputy manager and financial person in charge.
10) To work out the basic system of management of Company.

Article 19 The directors' meeting should be called and presided by the board chairman. If the board chairman can't perform the duty for any special reason, the board chairman should appoint director to call and preside the meeting. More than 1/3 directors could suggest to call the directors' meeting and inform all whole directors ten days in advance.

Article 20 The resolution made by the board of directors will be valid after voted and passed by more than 3/4 directors, the resolution shall be made into meeting record and the directors who attended the meeting should sign their names on the meeting record.

Article 21 The company has one general manager who is elected or dismissed by the board of directors and is responsible for the board of directors, the general manager has the following rights:

1) To organize the production, operation and management of Company, organize and carry on the decision of stockholder's meeting.
2) To organize the implement of annual plans of operation and investment of

Company.

3) To work out the plan of organization of internal management of Company.
4) To work out the basic system of management of Company.
5) To work out the specific regulations of the Company.
6) To appoint or dismiss the deputy manager and financial person-in-charge of the Company.
7) To appoint or dismiss the managers except the persons who should be appointed or dismissed by the board of directors.
8) Other rights conferred by the Articles of Association and board of directors.

The general manager shall attend the directors' meeting as a nonvoting delegate.

Article 22 The company has a board of supervisors, there are three members of the board of supervisors. The supervisors are elected by stockholder's meeting with a term of three years, and can be reelected.

Article 23 The supervisor has the rights as follows:

1) To examine the company's financial position;
2) To supervise the daily operation behaviors of directors and managers;
3) To ask executive director and manager to correct his/her behaviors when they damage the Company's interest or violate the laws, regulations and Article of Association;
4) To suggest to hold the temporary stockholder's meeting;
5) Other rights conferred by the Articles of Association.

Chapter VIII Legal Representative of the Company

Article 24 The board chairman is the legal representative of the company, who is elected or dismissed by the stockholder's meeting with a term of three years and can be reelected.

Article 25 The board chairman has the rights as follows:

1) To preside the stockholder's meeting, to call and preside the directors' meeting.
2) To exam, the fulfilling status of the stockholder's meeting and directors' meeting and report to the board of directors.
3) To sign the relative document on behalf of the company.
4) In the time of emergencies such as war or natural disasters, he/she shall perform special right of jurisdiction and disposition, all of which must be done in the interest of the corporation according to law and shall be reported to the board of directors and stockholder's meeting afterwards.
5) To nominate the general manager who shall be appointed or dismissed by the board of directors.

Chapter IX Systems of Finance, Accounting, Profit Distribution and Labor

Article 26 The company should set up its financial and accounting systems according to the laws, administrative regulations and the regulations of competent financial department of the State Council, work out financial and accounting report at the end of each financial year, and submit the report to every stockholder before the Jan. 20th in the next year.

Article 27 Profit of the company should be distributed according to the Law of company and the relevant laws and regulations of competent financial department of the State Council.

Article 28 The system of labor should be implemented according to the relevant laws and regulations of competent labor department of the State Council.

Chapter X Dissolution and Liquidation

Article 29 The term of operation of company is twenty years, starting from the day on which Enterprise Legal Person Business License is issued.

Article 30 The company may be dissolved upon one of the following conditions:

1) The term of operation of company stipulated in the Articles of Association expires, or other reasons for dissolution of Company stipulated in the Articles of Association take place.
2) The Stockholder's meeting decides to dissolve.
3) Dissolution is required because of merger or segregation of Company.
4) The company is ordered to close because of violation of laws and administrative regulations.

Article 31 The Company should set up a liquidation group upon liquidation of Company according to the regulations of the Law of Company. After liquidation, the group should draw up a liquidation report, submit it to Stockholder's meeting or competent department for approval, and submit it to Company Registrar applying for cancellation of registration and termination of Company.

Chapter XI Others

Article 32 According to the company's requirement or concerning the company's registered projects modification, the Articles of Association can. be modified, the modified constitution must comply with laws and regulations. The modification of Articles of Association should be voted and passed by 2/3 stockholders who have the voting right. The modified Articles of Association should be put on record to the original company's registered department, if there are modified registered items, the company should make the registration of modification to the registered department.

Article 33 The Articles of Association is explained by the board of directors.

Article 34 The registered items must comply with what are approved by registration

department.

Article 35 This Articles of Association is drawn up by all investors and will go into effect at the date as the company established.

Article 36 There are four copies of this Articles of Association and one of the copy is reported and filed in the registered department.

Seal by all shareholders:

China National Agricultural Development Group Co., Ltd (seal)	Beijing ZhongShui Jiayuan Logistics Management Co., Ltd (seal)

March 10, 2013

RESOLUTION OF THE BOARD OF DIRECTORS

Meeting of the Board of Zhong Yu Global Seafood Corp was held on at its registered office and the following resolutions were passed.

- It is resolved to make investment in the Republic of the Union of Myanmar for the business of operating Cold Storage Factory.

- It is resolved that amount to be invested in Myanmar will be US$_49,5000 as capital and fix assets or as the Board will amend later on.

- It is resolved that following persons will be authorized to represent the Company for promoting stage, act as directors in the Company to be formed in Myanmar.

  MR XU XIQIANG

- It is resolved that foreign currency bank account of the Company shall be opened at Myanmar Foreign Trade Bank or Myanmar Investment and Commercial bank or any other private bank which has been authorized by Central Bank of Myanmar for international foreign currency transaction.

  It is resolved that following person will act as signatory for operating the bank account of the Company.

  MR . DU QUANGU

Chairman of the Meeting

Director

ZHONGYU GLOBAL SEAFOOD CORP.
中渔环球海洋食品有限责任公司

Date:

ARTICLES OF ASSOCIATION of ZHONGYU GLOBAL SEAFOOD CORP.

To accommodate the needs of socialist market economy and promote productivity, China National Fisheries Corporation and Beijing Zhongshui Hailong Trade Co., Ltd. invested and established Zhongyu Global Seafood Corporation. The Articles of Association is hereby made according to the "Company Law of the People's Republic of China" and the relevant laws and regulations.

Chapter I Name and Address of the Company

Article 1 Name of the Company: Zhongyu Global Seafood Corp. (Abbreviation the Company)

Article 2 Address: 7th Floor, Building19, Block 18, 188 West Road, South 4th Ring Road, Fengtai District, Beijing.

Chapter II Business Scope

Article 3 Business Scope: Catching and selling of aquatic products; selling of fishing ship, fishing machinery and fishing materials (excluding the items stipulated by the state); supplying consulting, surveying, designing for fishery industry; technical development, transfer and service of fishery; commodity import and export, agent of import and export, technology import and export.

Chapter III Registered Capital

Article 4 Registered capital: RMB 100 million Yuan.

The increasing and reducing of registered capital must be decided in the stockholder's meeting and must be passed by 2/3 stockholders who have the voting right. When the registered capital is reduced, it must inform creditor in ten days from the date as making decision and must announce in newspaper in 30 days and at least 3 times. As changing the registered capital, it must handle the changing formalities to the registration department.

Chapter IV Name of Stockholder and Type of Investment and Amount

Article 5 Names of stockholder, type of investment and amounts are as following:

Names of Stockholder: China National Fisheries Corporation, and Beijing Zhongshui Hailong Trade Co., Ltd.

Invested means: Currency

Amounts of contribution: China National Fisheries Corporation contributed RMB 98 million Yuan and Beijing Zhongshui Hailong Trade Co., Ltd. contributed RMB 2 million Yuan, respectively holding the shares of 98% and 2%.

Article 6 After the company established, the stockholders should be issued the Investment Certificate.

Chapter V Stockholders' Rights and Obligations

Article 7 The stockholders have the rights as follows:

1) To attend or choose delegate to attend stockholder's meeting and have the voting right according to the shares;
2) To know the conditions of operation and finance of the company;
3) To elect and be elected as a member of board of directors or supervisor;
4) To gain and transfer dividend according to applicable laws, regulations, and the Articles of Association;
5) To have the priority to purchase the transferred investment of other stockholders;
6) To have the priority to purchase the newly increased registered capital of the company;
7) To share the residual property of the Company upon termination.

Article 8 The stockholders have obligations as follows:

1) To observe the Company's Articles of Association;
2) To submit the amount of contribution on time;
3) To assume the Company's liabilities according to the contribution;
4) Can't withdraw the investment after the registration of the Company.

Chapter VI Conditions of Stockholders Transferring Investment

Article 9 The part or whole investment between the stockholders can be transferred.

Article 10 The transferring of investment must be discussed and passed on the stockholder's meeting. If stockholder who wants to transfer the investment to others non-stockholder, it must be agreed by all stockholders. The stockholder who disagrees with the transfer must buy the transferred investment. If the stockholder

who disagrees with the transfer and would not buy the transferred investment, it will be regarded as agree.

Article 11 After transferred the investment, the name, address and the amounts of investment of accepted person must be registered in the list of stockholders.

Chapter VII The Company's Organization, Method of Organizing, Authority of office and Rules

Article 12 Stockholder's meeting is the authority of the company. It has the rights as follows:

1) To decide the management principle and investment plan of the company.
2) To elect and replace the director, and decide his/her salary.
3) To elect and replace the supervisors assigned by the stockholders, and decide their salaries.
4) To examine and approve the reports submitted by the board of director.
5) To examine and approve the reports submitted by the supervisors.
6) To examine and approve the annual financial budget and final settlement of the company.
7) To examine and approve the appropriation of profits and making up the loss of the company.
8) To make decisions on the increase or decrease of company's registered capital.
9) To make decisions on issuing company's bond.
10) To make decisions or transferring of the investment to non-stockholders.
11) To make decisions on merge, segregation, change, dissolution and liquidation of the company.
12) To amend the Articles of Association of company.

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Article 14 The stockholders have the rights to vote according to their shares at general meeting.

Article 15 There are two kinds of stockholder's meetings, fixed meting and temporary meeting, and it should inform to all stockholders before 15 days as holding meeting.

The fixed meeting will be held once each year, the temporary meeting will be held suggested by 1/4 stockholders who have the voting right, 1/3 director or supervisor. The stockholders can entrust other persons to attend the meeting in written and the authorized person performs their rights according to the letter of attorney.

Article 16 The stockholder's meeting should be called by board of directors and presided by the board chairman. Because of special reason, the board chairman can't perform his/her duty, the board chairman shall appoint other director to preside the meeting.

Article 17 The stockholder's meeting should make resolution for the meeting's projects. The resolution must be voted and passed by 3/4 stockholders who have the voting rights. The resolution about decreasing or increasing the registered capital, dividing, merge, dissolution or change the company's type, change the Articles of Association should be voted and passed by 2/3 stockholders who have the voting right. The discussed projects should be recorded, and the stockholders who attended the meeting should sign their names on the meeting record.

Article 18 The company has a board of directors, there are three members of the board of directors who are elected by the stockholder's meeting. The term of board of directors is three years. When the term of office is expired, the directors can be reappointed or reelected continuously. There is one board chairman who is elected and dismissed by the board of directors.

The board of directors has the following rights:

1) To call the stockholder's meeting and report the work to stockholder's meeting.
2) To perform the resolution of the stockholder's meeting.
3) To decide the plans of operation and investment of Company.
4) To make the annual financial budget plan and accounting plan of Company.
5) To make the plans of appropriation of profits and making up the loss of Company.
6) To make the plan of increasing or decreasing the registered capital of Company.
7) To draw up the plan of merge, segregation, change and dissolution of the Company.

8) To decide the organization of internal management of Company.

9) To appoint or dismiss the company's general manager and appoint or dismiss the company's deputy manager and financial person in charge according to the general manager's nomination and decide the reward of the deputy manager and financial person in charge.

10) To work out the basic system of management of Company.

Article 19 The directors' meeting should be called and presided by the board chairman. If the board chairman can't perform the duty for any special reason, the board chairman should appoint director to call and preside the meeting. More than 1/3 directors could suggest to call the directors' meeting and inform all whole directors ten days in advance.

Article 20 The resolution made by the board of directors will be valid after voted and passed by more than 3/4 directors, the resolution shall be made into meeting record and the directors who attended the meeting should sign their names on the meeting record.

Article 21 The company has one general manager who is elected or dismissed by the board of directors and is responsible for the board of directors, the general manager has the following rights:

1) To organize the production, operation and management of Company, organize and carry on the decision of stockholder's meeting.

2) To organize the implement of annual plans of operation and investment of Company.

3) To work out the plan of organization of internal management of Company.

4) To work out the basic system of management of Company.

5) To work out the specific regulations of the Company.

6) To appoint or dismiss the deputy manager and financial person-in-charge of the Company.

7) To appoint or dismiss the managers except the persons who should be appointed or dismissed by the board of directors.

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1) To examine the company's financial position;
2) To supervise the daily operation behaviors of directors and managers;
3) To ask executive director and manager to correct his/her behaviors when they damage the Company's interest or violate the laws, regulations and Article of Association;
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2) To exam, the fulfilling status of the stockholder's meeting and directors' meeting and report to the board of directors.
3) To sign the relative document on behalf of the company.
4) In the time of emergencies such as war or natural disasters, he/she shall perform special right of jurisdiction and disposition, all of which must be done in the interest of the corporation according to law and shall be reported to the board of directors and stockholder's meeting afterwards.
5) To nominate the general manager who shall be appointed or dismissed by the board of directors.

Chapter IX Systems of Finance, Accounting, Profit Distribution and Labor

Article 26 The company should set up its financial and accounting systems according to the laws, administrative regulations and the regulations of competent financial

department of the State Council, work out financial and accounting report at the end of each financial year, and submit the report to every stockholder before the Jan. 20th in the next year.

Article 27 Profit of the company should be distributed according to the Law of company and the relevant laws and regulations of competent financial department of the State Council.

Article 28 The system of labor should be implemented according to the relevant laws and regulations of competent labor department of the State Council.

Chapter X Dissolution and Liquidation

Article 29 The term of operation of company is ten years, starting from the day on which Enterprise Legal Person Business License is issued.

Article 30 The company may be dissolved upon one of the following conditions:

1) The term of operation of company stipulated in the Articles of Association expires, or other reasons for dissolution of Company stipulated in the Articles of Association take place.
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4) The company is ordered to close because of violation of laws and administrative regulations.

Article 31 The Company should set up a liquidation group upon liquidation of Company according to the regulations of the Law of Company. After liquidation, the group should draw up a liquidation report, submit it to Stockholder's meeting or competent department for approval, and submit it to Company Registrar applying for cancellation of registration and termination of Company.

Chapter XI Others

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Seal by all shareholders:

China National Fisheries Corporation (Seal)   Beijing Zhongshui Hailong Trade Co., Ltd. (Seal)

March, 2011

[Zhongyu Global Seafood Copr(Seal)]

缅甸2012年审计报告 缅甸

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缅甸 EDC

公 证 书

中华人民共和国北京市方正公证处

中审亚太会计师事务所有限公司
China Audit Asia Pacific Certified Public Accountants Co.,Ltd.

审 计 报 告
AUDIT REPORT

中渔环球海洋食品有限责任公司
2012年度财务报表审计

中国·北京
BEIJING CHINA

目　录

审计报告

中审亚太审字(2013)第 010024-4-4 号

中渔环球海洋食品有限责任公司：

我们审计了后附的中渔环球海洋食品有限责任公司（以下简称贵公司）财务报表，包括 2012 年 12 月 31 日的资产负债表，2012 年度的利润表、现金流量表、所有者权益变动表，以及财务报表附注。

一、管理层对财务报表的责任

编制和公允列报财务报表是贵公司管理层的责任，这种责任包括：（1）按照企业会计准则的规定编制财务报表，并使其实现公允反映；（2）设计、执行和维护必要的内部控制，以使财务报表不存在由于舞弊或错误导致的重大错报。

二、注册会计师的责任

我们的责任是在执行审计工作的基础上对财务报表发表审计意见。我们按照中国注册会计师审计准则的规定执行了审计工作。中国注册会计师审计准则要求我们遵守中国注册会计师职业道德守则，计划和执行审计工作以对财务报表是否不存在重大错报获取合理保证。

审计工作涉及实施审计程序，以获取有关财务报表金额和披露的审计证据。选择的审计程序取决于注册会计师的判断，包括对由于舞弊或错误导致的财务报表重大错报风险的评估。在进行风险评估时，注册会计师考虑与财务报表编制和公允列报相关的内部控制，以设计恰当的审计程序，但目的并非对内部控制的有效性发表意见。审计工作还包括评价管理层选用会计政策的恰当性和作出会计估计的合理性，以及评价财务报表的总体列报。

我们相信，我们获取的审计证据是充分、适当的，为发表审计意见提供了基础。

三、审计意见

我们认为，贵公司财务报表在所有重大方面按照企业会计准则的规定编制，公允反映了贵公司2012年12月31日的财务状况以及2012年度的经营成果和现金流量。

中审亚太会计师事务所有限公司　　中国注册会计师：刘学远

中国注册会计师：王祖诚

中国.北京市　　二〇一三年四月十七日

资产负债表

企财01表

编制单位： 中渔环球海洋食品有限责任公司　　　　2012年12月31日　　　　金额单位：元

项　　目	行次	期末余额	年初余额	项　　目	行次	期末余额	年初余额
流动资产：	1	——	——	流动负债：	65	——	——
货币资金	2	58,008,324.06	56,368,391.02	短期借款	66		
△结算备付金	3			△向中央银行借款	67		
△拆出资金	4			△吸收存款及同业存放	68		
交易性金融资产	5			△拆入资金	69		
应收票据	6			交易性金融负债	70		
应收账款	7			应付票据	71		
预付款项	8			应付账款	72	1,965,951.29	
△应收保费	9			预收款项	73	991,561.46	952,196.26
△应收分保账款	10			△卖出回购金融资产款	74		
△应收分保合同准备金	11			△应付手续费及佣金	75		
应收利息	12			应付职工薪酬	76	354,118.12	11,092.43
应收股利	13			其中：应付工资	77	354,118.12	
其他应收款	14	33,002,180.56	36,470,642.59	应付福利费	78		11,092.43
△买入返售金融资产	15			#其中：职工奖励及福利基金	79		
存货	16			应交税费	80		
其中：原材料	17			其中：应交税金	81		
库存商品(产成品)	18			应付利息	82		
一年内到期的非流动资产	19			应付股利	83		
其他流动资产	20			其他应付款	84		
流动资产合计	21	91,010,504.62	92,839,033.61	△应付分保账款	85		
非流动资产：	22	——	——	△保险合同准备金	86		
△发放贷款及垫款	23			△代理买卖证券款	87		
可供出售金融资产	24			△代理承销证券款	88		
持有至到期投资	25			一年内到期的非流动负债	89		
长期应收款	26			其他流动负债	90		
长期股权投资	27	6,250,000.00		流动负债合计	91	3,311,630.87	963,288.69
投资性房地产	28			非流动负债：	92	——	——
固定资产原价	29	27,790,057.93	27,790,057.93	长期借款	93		
减：累计折旧	30	19,604,884.98	17,183,163.18	应付债券	94		
固定资产净值	31	8,185,172.95	10,606,894.75	长期应付款	95		
减：固定资产减值准备	32			专项应付款	96		
固定资产净额	33	8,185,172.95	10,606,894.75	预计负债	97		
在建工程	34			递延所得税负债	98		
工程物资	35			其他非流动负债	99		
固定资产清理	36			其中：特准储备基金	100		
生产性生物资产	37			非流动负债合计	101		
油气资产	38			负 债 合 计	102	3,311,630.87	963,288.69
无形资产	39			所有者权益（或股东权益）：	103	——	——
开发支出	40			实收资本（股本）	104	100,000,000.00	100,000,000.00
商誉	41			国家资本	105	100,000,000.00	100,000,000.00
长期待摊费用	42	43[illegible]	5,073,833.52	其中：国有法人资本	106	100,000,000.00	100,000,000.00
递延所得税资产	43			集体资本	107		
其他非流动资产	44			私营资本	108		
其中：特准储备物资	45			其中：个人资本	109		
非流动资产合计	46	14,872,[illegible]	15,680,728.27	外商资本	110		
	47			#减：已归还投资	111		
	48			实收资本（或股本）净额	112		
	49			资本公积	113		
	50			减：库存股	114		
	51			专项储备	115		
	52			盈余公积	116		
	53			其中：法定公积金	117		
	54			任意公积金	118		
	55			#储备基金	119		
	56			#企业发展基金	120		
	57			#利润归还投资	121		
	58			△一般风险准备	122		
	59			未分配利润	123	2,571,851.67	7,556,473.19
	60			外币报表折算差额	124		
	61			归属于母公司所有者权益合计	125	102,571,851.67	107,556,473.19
	62			*少数股东权益	126		
	63			所有者权益合计	127	102,571,851.67	107,556,473.19
资 产 总 计	64	105,883,482.54	108,519,761.88	负债和所有者权益总计	128	105,883,482.54	108,519,761.88

利润表

会企02表

编制单位：中诚环球海洋食品有限责任公司　　2012年度　　金额单位：元

项　　目	行次	本期金额	上期金额	项　　目	行次	本期金额	上期金额
一、营业总收入	1	29,780,229.70	34,426,501.75	其他	28		
其中：营业收入	2	29,780,229.70	34,426,501.75	加：公允价值变动收益（损失以"-"号填列）	29		
其中：主营业务收入	3	29,780,229.70	34,426,501.75	投资收益（损失以"-"号填列）	30		
其他业务收入	4			其中：对联营企业和合营企业的投资收益	31		
△利息收入	5			△汇兑收益（损失以"-"号填列）	32		
△已赚保费	6			三、营业利润（亏损以"—"号填列）	33	-15,891,621.52	-1,773,600.62
△手续费及佣金收入	7			加：营业外收入	34	10,907,000.00	7,735,900.00
二、营业总成本	8	45,671,851.22	36,200,102.37	其中：非流动资产处置利得	35		
其中：营业成本	9	46,009,589.29	32,285,107.58	非货币性资产交换利得	36		
其中：主营业务成本	10	46,009,589.29	32,285,107.58	政府补助	37	10,907,000.00	7,735,900.00
其他业务成本	11			债务重组利得	38		
△利息支出	12			减：营业外支出	39		
△手续费及佣金支出	13			其中：非流动资产处置损失	40		
△退保金	14			非货币性资产交换损失	41		
△赔付支出净额	15			债务重组损失	42		
△提取保险合同准备金净额	16			四、利润总额（亏损总额以"—"号填列）	43	-4,984,621.52	5,962,299.38
△保单红利支出	17			减：所得税费用	44		
△分保费用	18			五、净利润（净亏损以"—"号填列）	45	-4,984,621.52	5,962,299.38
营业税金及附加	19			归属于母公司所有者的净利润	46		
销售费用	20	975,605.07	4,533,001.91	*少数股东损益	47		
管理费用	21	145,830.77	541,357.41	六、每股收益：	48	——	——
其中：研究与开发费	22	-	-	基本每股收益	49		
财务费用	23	-1,459,173.91	-1,159,364.53	稀释每股收益	50		
其中：利息支出	24	-	-	七、其他综合收益	51		
利息收入	25	1,460,710.40	1,110,742.87	八、综合收益总额	52	-4,984,621.52	5,962,299.38
汇兑净损失（净收益以"-"号填列）	26	244.72	-49,415.90	归属于母公司所有者的综合收益总额	53		
资产减值损失	27			*归属于少数股东的综合收益总额	54		

现金流量表

企财03表

编制单位：中渔环球海洋食品有限责任公司　　　　2012年度　　　　金额单位：元

项　　目	行次	本期金额	上期金额	项　　目	行次	本期金额	上期金额
一、经营活动产生的现金流量：	1	——	——	处置固定资产、无形资产和其他长期资产所收回的现金净额	30		
销售商品、提供劳务收到的现金	2	14,258,743.38	21,973,179.31	处置子公司及其他营业单位收回的现金净额	31		
△客户存款和同业存放款项净增加额	3			收到其他与投资活动有关的现金	32		
△向中央银行借款净增加额	4			投资活动现金流入小计	33		
△向其他金融机构拆入资金净增加额	5			购建固定资产、无形资产和其他长期资产所支付的现金	34		
△收到原保险合同保费取得的现金	6			投资支付的现金	35	6,250,000.00	
△收到再保险业务现金净额	7			△质押贷款净增加额	36		
△保户储金及投资款净增加额	8			取得子公司及其他营业单位支付的现金净额	37		
△处置交易性金融资产净增加额	9			支付其他与投资活动有关的现金	38		
△收取利息、手续费及佣金的现金	10			投资活动现金流出小计	39	6,250,000.00	
△拆入资金净增加额	11			投资活动产生的现金流量净额	40	-6,250,000.00	
△回购业务资金净增加额	12			三、筹资活动产生的现金流量：	41	——	——
收到的税费返还	13			吸收投资收到的现金	42		
收到其他与经营活动有关的现金	14	21,460,710.40	1,110,532.47	其中：子公司吸收少数股东投资收到的现金	43		
经营活动现金流入小计	15	35,719,453.78	23,083,711.78	取得借款所收到的现金	44		
购买商品、接受劳务支付的现金	16			△发行债券收到的现金	45		
△客户贷款及垫款净增加额	17			收到其他与筹资活动有关的现金	46		
△存放中央银行和同业款项净增加额	18			筹资活动现金流入小计	47		
△支付原保险合同赔付款项的现金	19			偿还债务所支付的现金	48		
△支付利息、手续费及佣金的现金	20			分配股利、利润或偿付利息所支付的现金	49		
△支付保单红利的现金	21			其中：子公司支付给少数股东的股利、利润	50		
支付给职工以及为职工支付的现金	22			支付其他与筹资活动有关的现金	51		
支付的各项税费	23			筹资活动现金流出小计	52		
支付其他与经营活动有关的现金	24	27,829,520.74	20,077,369.60	筹资活动产生的现金流量净额	53		
经营活动现金流出小计	25	27,829,520.74	20,077,369.60	四、汇率变动对现金及现金等价物的影响	54		
经营活动产生的现金流量净额	26	7,889,933.04	3,006,342.18	五、现金及现金等价物净增加额	55	1,639,933.04	3,006,342.18
二、投资活动产生的现金流量：	27	——	——	加：期初现金及现金等价物余额	56	56,368,391.02	53,362,048.84
收回投资收到的现金	28			六、期末现金及现金等价物余额	57	58,008,324.06	56,368,391.02
取得投资收益收到的现金	29				58		

已审会计报表

所有者权益变动表

企财04表

编制单位：中烟环球烟草食品有限责任公司　　　　2012年度　　　　金额单位：元

项目	行次	本年金额											上年金额										
		归属于母公司所有者权益									少数股东权益	所有者权益合计	归属于母公司所有者权益									少数股东权益	所有者权益合计
		实收资本（或股本）	资本公积	减:库存股	专项储备	盈余公积	一般风险准备	未分配利润	其他	小计			实收资本（或股本）	资本公积	减:库存股	专项储备	盈余公积	一般风险准备	未分配利润	其他	小计		
栏次	—	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
一、上年年末余额	1	100,000,000.00	-	-	-	-	-	7,556,473.19	-	107,556,473.19	-	107,556,473.19	100,000,000.00	-	-	-	-	-	1,594,173.81	-	101,594,173.81	-	101,594,173.81
加：会计政策变更	2	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
前期差错更正	3	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
二、本年年初余额	4												100,000,000.00	-	-	-	-	-	1,594,173.81	-	101,594,173.81	-	101,594,173.81
三、本年增减变动金额（减少以"—"号填列）	5							-4,984,621.52		-4,984,621.52		-4,984,621.52							5,962,299.38		5,962,299.38		5,962,299.38
（一）净利润	6	—	—	—	—	—	—	-4,984,621.52	—	-4,984,621.52		-4,984,621.52	—	—	—	—	—	—	5,962,299.38	—	5,962,299.38		5,962,299.38
（二）其他综合收益	7																						
综合收益小计	8																		5,962,299.38		5,962,299.38		5,962,299.38
（三）所有者投入和减少资本	9																						
1.所有者投入资本	10			—	—	—	—	—	—						—	—	—	—	—	—			
2.股份支付计入所有者权益的金额	11			—	—	—	—	—	—						—	—	—	—	—	—			
3.其他	12																						
（四）专项储备提取和使用	13																						
1.提取专项储备	14	—	—	—		—	—	—	—				—	—	—		—	—	—	—			
2.使用专项储备	15	—	—	—		—	—	—	—				—	—	—		—	—	—	—			
（五）利润分配	16																						
1.提取盈余公积	17																						
其中：法定公积金	18	—	—	—	—		—		—		—		—	—	—	—		—		—		—	
任意公积金	19	—	—	—	—		—		—		—		—	—	—	—		—		—		—	
#储备基金	20	—	—	—	—		—		—		—		—	—	—	—		—		—		—	
#企业发展基金	21	—	—	—	—		—		—		—		—	—	—	—		—		—		—	
#利润归还投资	22	—	—	—	—		—		—		—		—	—	—	—		—		—		—	
2.提取一般风险准备	23	—	—	—	—	—			—		—		—	—	—	—	—			—		—	
3.对所有者（或股东）的分配	24	—	—	—	—	—	—		—				—	—	—	—	—	—		—			
4.其他	25																						
（六）所有者权益内部结转	26																						
1.资本公积转增资本（或股本）	27			—	—	—	—	—	—		—				—	—	—	—	—	—		—	
2.盈余公积转增资本（或股本）	28		—	—	—		—	—	—		—			—	—	—		—	—	—		—	
3.盈余公积弥补亏损	29	—	—	—	—		—		—		—		—	—	—	—		—		—		—	
4.其他	30																						
四、本年年末余额	31	100,000,000.00						2,571,851.67		102,571,851.67		102,571,851.67	100,000,000.00	-	-	-	-	-	7,556,473.19	-	107,556,473.19	-	107,556,473.19

资产减值准备情况表

企财07表

编制单位：中渔环球海洋食品有限责任公司　　2012年12月31日　　金额单位：元

项目	行次	年初账面余额	本年增加额				本年减少额					期末账面余额	项目	行次	金额
			本年计提额	合并增加额	其他原因增加额	合计	因资产价值回升转回额	转销额	合并减少额	其他原因减少额	合计				
栏次	—	1	2	3	4	5	6	7	8	9	10	11	补充资料：	—	12
一、坏账准备	1												一、待处理资产损失（执行行业会计制度企业	17	
二、存货跌价准备	2												（一）流动资产净损失	18	
三、可供出售金融资产减值准备	3												其中：坏账损失	19	
四、持有至到期投资减值准备	4												存货损失	20	
五、长期股权投资减值准备	5						—						短期投资损失	21	
六、投资性房地产减值准备	6						—						（二）固定资产损失	22	
七、固定资产减值准备	7						—						其中：固定资产盘亏	23	
八、工程物资减值准备	8						—						固定资产毁损、报废	24	
九、在建工程减值准备	9						—						固定资产盘盈	25	
十、生产性生物资产减值准备	10						—						（三）长期投资损失	26	
十一、油气资产减值准备	11						—						（四）无形资产损失	27	
十二、无形资产减值准备	12						—						（五）在建工程损失	28	
十三、商誉减值准备	13						—						（六）委托贷款损失	29	
十四、其他减值准备	14												二、政策性挂账	30	
	15												三、当年处理以前年度损失和挂账	31	
合　计	16												其中：在当年损益中处理以前年度损失挂账	32	

已审会计报表
中审亚太会计师事务所有限公司

公　　证　　书

（2013）京方正外经证字第 01563 号

申请人：中渔环球海洋食品有限责任公司，住所：北京市丰台区南四环西路 188 号 18 区 19 号楼 7 层。

法定代表人：刘湛清，男，一九六五年六月二十六日出生，公民身份号码：110102196506260012。

委托代理人：宋英，女，一九七四年八月九日出生，公民身份号码：110102197408092320。

公证事项：印鉴

兹证明前面的《审计报告》上所盖的中渔环球海洋食品有限责任公司之印鉴属实。

中华人民共和国北京市方正公证处

公证员 薛思争

二〇一三年七月二十九日

11 57242187

China Audit Asia Pacific Certified Public Accountants Co., Ltd.

AUDIT REPORT

Financial Statements Auditing in 2012

for Zhong Yu Global Seafood Corp.

BEIJING CHINA

Contents

Audit Report

ZSYTS Zi (2013) No.010024-4-4

To Zhongyu Global Seafood Corp.,

We have audited the accompanying financial statements of Zhong Yu Global Seafood Corp. (the "Company") as of December 31, 2012 and the related income, cash flow statement and statement of changes in equity for the year then ended, and a summary of significant accounting policies and other explanatory notes.

1. Management's Responsibility for the Financial Statements

The management is responsible for the preparation and fair presentation of these financial statements. This responsibility includes: (i) preparing these financial statements in accordance with the *Accounting Standards for Business Enterprises* and presenting them in a fair way; (ii) designing, implementing and maintaining necessary internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

2. Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with the *Standards on Auditing for Certified Public Accountants*. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

3. Opinion

In our opinion, the consolidated financial statements give a true and fair view of the financial position of the Company as of December 31, 2012, and of its consolidated financial performance and consolidated cash flow statement for the year 2012 then ended in accordance with the *Accounting Standards for Business Enterprises*.

China Audit Asia Pacific Certified Public Accountants Co., Ltd.

China Audit Asia Pacific Certified Public Accountants Co., Ltd.

Beijing, China

Certified Public Accountants of China:
Liu Xueyuan

Certified Public Accountants of China
Liu Xueyuan
02040040

Certified Public Accountants of China:
Wang Zucheng

Certified Public Accountants of China
Wang Zucheng
00710022

April 17, 2013

Balance Sheet

Business Finance Table01

Name of Enterprise： Zhongyu Global Seafood Co.,Ltd | December 31,2012 | Currency Unit： Yuan

Items	Line No	Ending Balance	Beginning Balance	Items	Line No	Ending Balance	Beginning Balance
Current Assets：	1	—	—	Current liability：	65	—	—
Money funds	2	58,008,324.06	56,368,391.02	Short-term borrowing	66		
△Deposit reservation for balance	3			△Borrowing from the Central Bank	67		
△Lending capital	4			△Deposits from customers and interbank	68		
Financial assets held for trading	5			△Borrowing capital	69		
Notes receivable	6			Transactional financial liabilities	70		
Accounts receivable	7			Notes payable	71		
Prepaid accounts	8			Accounts payable	72	1,965,951.29	
△Premium receivable	9			Account received in advance	73	991,561.46	952,196.26
△Account receivable reinsurance	10			△Financial assets sold for repurchase	74		
△The reserve of cession receivable	11			△Handling charges and commissions payable	75		
Interest receivable	12			Payroll payable	76	354,118.12	11,092.43
Dividends receivable	13			Including： Wages payable	77	354,118.12	
Other accounts receivable	14	33,002,180.56	36,470,642.59	Accrued welfare	78		11,092.43
△Buying back the sale of financial assets	15			Including： Staff bonus and welfare fund	79		
Inventories	16			Taxes and dues payable	80		
Including： Raw materials	17			Including： Tax payable	81		
Finished goods	18			Interest payable	82		
Non-current assets due within one year	19			Dividends payable	83		
Other current assets	20			Other accounts payable	84		
Total current assets	21	91,010,504.62	92,839,033:61	△Dividend payable for reinsurance	85		
Non-current assets：	22	—	—	△Provision for insurance contracts	86		
△Loans and advances	23			△Acting trading securities	87		
Available-for-sale financial assets	24			△Acting underwriting securities	88		
Held-to-maturity investment	25			Non-current liabilities due within one year	89		
Long-term receivable	26			Other current liabilities	90		
Long-term equity investment	27	6,250,000.00		Total current liabilities	91	3,311,630.87	963,288.69
Investment real estate	28			Non-current liabilities：	92	—	—
Fixed assets original price	29	27,790,057.93	27,790,057.93	Long-term borrowing	93		
Minus： Accumulated depreciation	30	19,604,884.98	17,183,163.18	Bonds payable	94		
Fixed assets net value	31	8,185,172.95	10,606,894.75	Long-term payables	95		
Minus： Fixed assets depreciation reserves	32			Accounts payable for special funds	96		
Net fixed assets	33	8,185,172.95	10,606,894.75	Estimated liabilities	97		
Construction in process	34			Deferred income tax liabilities	98		
Engineering materials	35			Other non-current liabilities	99		
Fixed assets in liquidation	36			Including： Data reserve specifically authorized	100		
Productive biological asset	37			Total non-current liabilities	101		
Oil and gas assets	38			Total liability	102	3,311,630.87	963,288.69
Intangible assets	39			Owners' (owner's) shareholders' equity：	103	—	—
Expansion expenditure	40			Paid-in capital (or capital stock)	104	100,000,000.00	100,000,000.00
Goodwill	41			National capital	105	100,000,000.00	100,000,000.00
Long-term deferred assets	42	432,804.97	5,073,833.52	Including： State-owned legal person's capital	106	100,000,000.00	100,000,000.00
Deferred income tax assets	43			Collective capital	107		
Other non-current assets	44			Legal person's capital	108		
Including： Physical assets reserve specifically authorized	45			Including： Personal Capital	109		
Total non-current assets	46	14,872,977.92	15,680,728.27	Foreign Capital	110		
	47			Minus： Investment returned	111		
	48			Net paid-in capital (or equity)	112		
	49			Capital reserve	113		
	50			Minus： Treasury stock	114		
	51			Special reserves	115		
	52			Earned surplus	116		
	53			Including： Statutory surplus reserve	117		
	54			Other surplus reserve	118		
	55			Reserve funds	119		
	56			Enterprise development funds	120		
	57			Investment returned with profit	121		
	58			△General risk preparation	122		
	59			Undistributed profits	123	2,571,851.67	7,556,473.19
	60			Translation reserve	124		
	61			Total owners' equity attributable to the subsidiary	125	102,571,851.67	107,556,473.19
	62			Minority stockholder's interest	126		
	63			Total owners' equity	127	102,571,851.67	107,556,473.19
Total assets	64	105,883,482.54	108,519,761.88	Total liabilities and total owners' equity	128	105,883,482.54	108,519,761.88

Profit Statement

Business Finance Table02

Name of Enterprise: Zhongyu Global Seafood Co.,Ltd　　The year of 2011　　Currency Unit: Yuan

Items	Line No.	Current Amount	Last Term Amount	Items	Line No.	Current Amount	Last Term Amount
I. Gross Revenue	1	29,780,229.70	34,426,501.75	Others	28		
Including: Operation revenue	2	29,780,229.70	34,426,501.75	Plus: Changes in fair value recognized in profit or loss (loss expressed with "-")	29		
Including: Main business income	3	29,780,229.70	34,426,501.75	Investment income (loss expressed with "-")	30		
Other business income	4			Including: Investment income in associated companies and joint ventures	31		
Interest income	5			Exchange gains (loss expressed with "-")	32		
Earned premium	6			III. Operating profit (loss expressed with "-")	33	-15,891,621.52	-1,773,600.62
Service charge and commission fee	7			Plus: Non-operating income	34	10,907,000.00	7,735,900.00
II. Total operating costs	8	45,671,851.22	36,200,102.37	Including: Gains from disposal of non-current assets	35		
Including: Operating costs	9	46,009,589.29	32,285,107.58	Gains from exchange of non-monetary assets	36		
Including: Main business cost	10	46,009,589.29	32,285,107.58	Government subsidies	37	10,907,000.00	7,735,900.00
Other operating cost	11			Gains from debt restructuring	38		
Interest expense	12			Minus: Non-business expenditure	39		
Service charge and commission fee	13			Including: Disposal loss on non-current liability	40		
Surrender value	14			Exchange loss on non-monetary liability	41		
Net payments for insurance claims	15			Loss on arrangement	42		
Net provision for insurance contracts	16			IV. Total profit (total loss expressed with "-")	43	-4,984,621.52	5,962,299.38
Expenditure dividend policy	17			Minus: Income tax expense	44		
Amortized reinsurance expenditures	18			V. Net margin (net deficiency loss expressed with "-")	45	-4,984,621.52	5,962,299.38
Business tax and surcharges	19			Net profit attributable to the parent company owner	46		
Selling expenses	20	975,605.07	4,533,001.91	Minority interest income	47		
Administrative expenses	21	145,830.77	541,357.41	VI. Earnings per share:	48		
Including: Research and development cost	22			Basic earnings per share	49		
Financial expense	23	-1,459,173.91	-1,159,364.53	Diluted earnings per share	50		
Including: Interest expense	24			VII. Other comprehensive income	51		
Interest income	25	1,460,710.40	1,110,742.87	VIII. Total comprehensive income	52	-4,984,621.52	5,962,299.38
Exchange net loss (Net profit expressed with "-")	26	244.72	-49,415.90	Total comprehensive income attributable to the parent company owner	53		
Asset impairment loss	27			Total comprehensive income attributable to minority shareholder	54		

Cash Flow Statement

企财03表

Name of Enterprise: Zhongyu Global Seafood Co.,Ltd | The year of 2012 | 金额单位：元

Items	Line No.	Amount of This Period	Amount of Last Period	Items	Line No.	Amount of This Period	Amount of Last Period
I. Cash flows for operating activities:	1	——	——	Net cash received from disposal of fixed assets, intangible assets and other long-term assets	30		
Cash received from promoting products or rendering of service	2	14,258,743.38	21,973,179.31	Net cash received from disposal of subsidiaries and other business units	31		
△Net increase for customers' deposit and deposit from other banks	3			Cash received from others relating to investment activities	32		
△Net increase from borrowing from central bank	4			Cash inflows from investment activities	33	-	
△Net increase from borrowing funds of other financing institutions	5			Cash paid to acquire fixed assets intangible assets and other long-term assets	34		
△Cash from indemnity payment of original insurance contracts	6			Cash paid to acquire investment	35	6,250,000.00	
△Net cash received from reinsurance business	7			△Net increase of pledge loans	36		
△Net increase from deposit of the insured and investment sector	8			Net cash payment from subsidiaries and other business units	37		
△Net increase from disposal of tradable financial assets	9			Cash payment for others related to investment activities	38		
△Cash for interests, commission charges and commission	10			Cash outflows for investing activities	39	6,250,000.00	
△Net increase on invested funds	11			Net cash flows from investing activities	40	-6,250,000.00	
△Net capital increase of repurchase business	12			III. Cash flows from financing activities:	41	——	——
Refund of tax and fees	13			Cash received from investors	42		
Other cash received relating to operating activities	14	21,460,710.40	1,110,532.47	Including: Cash received from subsidiary's absorbing of minority shareholder investment	43		
Cash flows from operating activities	15	35,719,453.78	23,083,711.78	Receipts from borrowings	44		
Cash payment for purchasing goods and receiving labor	16			△Cash received from issue bonds	45		
△Net increase for customer loans and advances	17			Other cash received relating to financing activities	46		
△Net increase for storing in central bank and deposits in other banks	18			Cash inflows from financing activities	47		
△Cash payment for indemnity payment of original insurance contracts	19			Cash payments for amounts borrowed	48		
△Cash payment for interests, commission charges and commission	20			Cash payments for interest expenses and distribution of dividends or profit	49		
△Cash payment for policy dividend	21			Including: Interests and profits from subsidiary's payment for minority shareholder	50		
Cash paid to and on behalf of employees	22			Other cash payments relating to other financing activities	51		
Tax payments	23			Cash outflows for financing activities	52		
Cash payment for others relating to other operating activities	24	27,829,520.74	20,077,369.60	Net cash flows from financing activities	53		
Cash outflow for operating activities	25	27,829,520.74	20,077,369.60	IV. Effects of exchange rate changes on cash and cash equivalents	54		
Net cash flow from operating activities	26	7,889,933.04	3,006,342.18	V. Net increase in cash and cash equivalents	55	1,639,933.04	3,006,342.18
II. Cash flow from investing activities:	27	——	——	Plus: Balance of initial cash and cash equivalents	56	56,368,391.02	53,362,048.84
Cash received from returns of investments	28			VI. Balance of final cash and cash equivalents	57	58,008,342.06	56,368,391.02
Cash received from returns on investments	29				58		

Statement of Change in Equity

Business Finance Table04

Name of Enterprise: Zhongyu Global Seafood Co.,Ltd　　　The year of 2012　　　Monetary Unit: Yuan

Items	Line No.	Amount of this year											Amount of last year										
		Equity Attributable to Eaity Holders									Minority interest	Total owners' equity	Equity Attributable to Equity Holders									Minority interest	Total owners' equity
		Paid-up capital (or capital stock)	Capital reserve	Minus: treasury stock	Special reserves	Surplus reserves	General risk preparat	Undistributed profit	Others	Subtotal			Paid-up capital (or capital stock)	Capital reserve	Minus: treasury stock	Special reserves	Surplus reserves	General risk preparation	Undistributed profit	Other	Subtotal		
Column No.	—	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Ⅰ.Balance at the end of last year	1	100,000,000.00	-	-				7,556,473.19	-	107,556,473.19	-	107,556,473.19	100,000,000.00	-	-	-	-	-	1,594,173.81	-	101,594,173.81	-	101,594,173.81
Plus: Changes in accounting policies	2	—						—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Correction of prior period errors	3	—						—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Ⅱ.Balance at the beginning of this year	4	100,000,000.00			-	-	-				-		100,000,000.00	-	-	-	-	-	1,594,173.81	-	101,594,173.81		101,594,173.81
Ⅲ.Amount changes of this year (Reduction expressed with"-")	5		-	-	-	-	-	-4,984,621.52		-4,984,621.52		-4,984,621.52						-	5,962,299.38		5,962,299.38		5,962,299.38
(Ⅰ) Net profit	6	—	—	—	—	—	—	-4,984,621.52	—	-4,984,621.52		-4,984,621.52	—	—	—	—	—	—	5,962,299.38	—	5,962,299.38		5,962,299.38
(Ⅱ) Other comprehensive income	7																-						
Subtotal of comprehensive income	8								-								-		5,962,299.38		5,962,299.38		5,962,299.38
(Ⅲ) Owners' invested and decreased capital	9																-						
1.Owner's invested capital	10			—	—	—	—	—	—						—	—	—	—	—	—			
2.Shares included in the owners' equity	11			—	—	—	—	—	—						—	—	—	—	—	—			
3.Other	12																						
(iv) Extraction and use of special reserves	13																		-				
1.Extraction of special reserves	14	—	—	—		—	—	—	—				—	—	—		—	—	—	—			
2.Use of special reserves	15	—	—	—		—	—	—	—				—	—	—		—	—	—	—			
(v) Profit distribution	16							-										-					
1.Withdrawal surplus reserves	17																	-					
Including: Statutory surplus reserve	18	—	—	—	—		—		—		—		—	—	—	—		—		—		—	
Other surplus reserve	19	—	—	—	—		—		—		—		—	—	—	—		—		—		—	
#Reserve funds	20	—	—	—	—		—		—		—		—	—	—	—		—		—		—	
#Enterprise expansion fund	21	—	—	—	—		—		—		—		—	—	—	—		—		—		—	
#Investment returned with profit	22	—	—	—	—		—		—		—		—	—	—	—		—		—		—	
2.Withdrawal of general risk preparation	23	—	—	—	—	—			—		—		—	—	—	—	—	-		—		—	
3. Distribution to owners and shareholders	24	—	—	—	—	—	—		—				—	—	—	—	—	—		—			
4.Other	25																	-					
(vi) Internal carry-over of owner's equity	26																	-		-			
1.Capital accumulation and capital addition (or capital stock)	27			—	—	—	—	—	—		—				—	—	—	—	—	—		—	
2.Surplus reserves and capital addition (or capital stock)	28		—	—	—		—	—	—		—			—	—	—		—	—	—		—	
3.Surplus reserves and cover the deficit	29	—	—	—	—		—		—		—		—	—	—	—		—		—		—	
4.Other	30																						
Ⅳ.Balance at the end of this year	31	100,000,000.00						2,571,851.67		102,571,851.67		102,571,851.67	100,000,000.00				-	-	7,556,473.19	-	107,556,473.19	-	107,556,473.19

Table of Provision for Impairment of Assets

Name of Enterprise: Zhengyu Global Seafood Corp

31-Dec-12

Business Finance Table07

Currency Unit: Yuan

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]													[illegible]		
[illegible]	[illegible]												Ⅰ.Assets losses in suspense	17	
[illegible]	[illegible]												(Ⅰ)Current assets net loss	18	
[illegible]	[illegible]												including: bad debts loss	19	
[illegible]	[illegible]												loss on inventory	20	
[illegible]	[illegible]												loss on short-term investment	21	
[illegible]	[illegible]												(Ⅱ)net loss on fixed assets	22	
[illegible]	[illegible]												Fixed asset inventory shortage	23	
[illegible]	[illegible]												Fixed assets spoilage &obsolete	24	
[illegible]	[illegible]												Fixed asset inventory surplus	25	
[illegible]	[illegible]												(iii)loss on long-term investment	26	
[illegible]	[illegible]												(iv)loss on intangible assets	27	
[illegible]	[illegible]												(v)loss on construction-in-progress project	28	
[illegible]	[illegible]												(vi)loss on entrust loans	29	
[illegible]	[illegible]												Ⅱ.policy of hold account	30	
[illegible]	[illegible]												Ⅲ.loss and hold account of previous year is disposed by current year	31	
[illegible]	[illegible]												including: loss on hold account of previous year is disposed by current year	32	

NOTARIAL CERTIFICATE

(Translation)

(2013) J.F.Z.W.J.Z.Zi, No.01563

Applicant: Zhong Yu Global Seafood Corp., Address: Floor 7, Building 19, Quarter 18, No. 188 of Nansihuan West Road, Fengtai District, Beijing.

Legal Representative: Liu Zhanqing, male, was born on June 26, 1965, ID Card No.: 110102196506260012.

Authorized Agent: Song Ying, female, was born on Aug. 9, 1974, ID Card No.: 110102197408092320.

Issue under notarization: Seal

This is to certify that the Seal of Zhong Yu Global Seafood Corp. affixed on the foregoing Audit Report is authentic.

Notary: Xue Zhongping

Beijing Fangzheng Notary Public Office

The People's Republic of China

Nov. 29, 2013

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

မြန်မာ စီအန် အက်(ဖ်) စီ ကုမ္ပဏီလီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

MYANMAR CNFC COMPANY LIMITED.

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

မြန်မာ စီအန် အက်(ဖ်) စီ ကုမ္ပဏီလီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်းများ

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ကုမ္ပဏီ၏ အမည်သည် "**မြန်မာ စီအန် အက်(ဖ်) စီ ကုမ္ပဏီလီမိတက်** " ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင်အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်ပါစာမျက်နှာအတိုင်း ဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်ရင်းနှီးမတည်ငွေရင်းသည် ကျပ် **၉၅၀,၀၀၀,၀၀၀** / -(ကျပ် **ကိုးရာ့ငါးဆယ် သန်း** တိတိ)ဖြစ်၍ ငွေကျပ် **၁၀၀,၀၀၀** /-(ကျပ် **တစ်သိန်း** တိတိ)တန် အစုရှယ်ရာပေါင်း(**၉,၅၀၀**)ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ အထွေထွေပြဋ္ဌာန်းချက်များနှင့်အညီသင်းလုံးကျွတ်အစည်းအဝေး၌တိုးမြှင့်နိုင်ခွင့်၊လျှော့ချနိုင်ခွင့် နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ ပတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
၁	**China National Fisheries Crop** No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City. Represented by (a) Mr.Quangu Du No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City (b) Mr.Shaohua Ye No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City	Registration No. 100000000024602 (4-1) Chinese G43008340 Chinese P00923784	99 Shares	
၂	**Zhong Yu Global Seafood Corp** Floor 7, Building 19, Quarter 18, No.188 of Nansihuan West Road,Fengtai District, Beijing City Represented by (a) Mr.Xiqiang Xu Floor 7, Building 19, Quarter 18, No.188 of Nansihuan West Road, Fengtai District,Beijing City	Registration No. 110000007570850 Chinese E00092382	1 Share	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၃ ခုနှစ်၊ လ၊ ( ) ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

မြန်မာ စီအန် အက်(ဖ်) စီ ကုမ္ပဏီလီမိတက်

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သင်းဖွဲ့စည်းမျဉ်းများ

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၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမဇယားပုံစံ 'က' ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သော ကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည်အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍အောက်ပါသတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏အစုရှင်အရေအတွက်ကိုငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒိဘင်ချာ သို့မဟုတ် ဒိဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့် ဝင်ရန်အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည် ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ် မ,တည်ငွေရင်း မှာ ကျပ် ၉၅၀,၀၀၀,၀၀၀ /-(ကျပ် **ကိုးရာ့ငါးဆယ် သန်း** တိတိ) ဖြစ်၍ ငွေကျပ် ၁၀၀,၀၀၀ /-(ကျပ် **တစ်သိန်း** တိတိ) တန် အစုရှယ်ယာပေါင်း (၉,၅၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများ နှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ ပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့်ပြင်ဆင် နိုင်ခွင့် အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည်ဒါရိုက်တာ များ၏ ကြီးကြပ်ကွပ်ကဲမှု အောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်း ချခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာလက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များကလက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏တံဆိပ်ရိုက်နှိပ်ထုတ်ပေးရမည်။အစုရှယ်ယာလက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်းသို့မဟုတ်ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကိုသော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာများက အသိအမှတ် ပြုပေးရမည်ဖြစ်သည်။

လှယ်ကို ဒါရိုက်တာများက အသိအမှတ် ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသောငွေများကိုအခါအားလျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်း အတွက် ဒါရိုက်တာများကသတ်မှတ်သည့် ပုဂ္ဂိုလ်များထံ သတ်မှတ်သည့်အချိန်နှင့် နေရာတွင် ပေးသွင်းစေရန်တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျပေးသွင်းစေခြင်း၊သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂)ဦး ထက်မနည်း၊ (၁၀)ဦးထက်မများစေရ။
ပထမဒါရိုက်တာများသည် -

(၁) **Mr.Quangu Du**

(၂) **Mr.Shaohua Ye**

(၃) **Mr.Xiqiang Xu**

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက် သင့်လျော်သောသတ်မှတ်ချက်များ၊ညာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီးအခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့ကပေးအပ်သောအာဏာများအားလုံးကို ၎င်းက အသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန်လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏အစုရှယ်ယာအနည်းဆုံး (-)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့၏ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံဆွေးနွေးခြင်း၊ အစည်းအဝေးရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန်အနည်းဆုံးဒါရိုက်တာဦးရေ သတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦး တက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။အစည်းအဝေးတွင်မည်သည့်ပြဿနာမဆိုပေါ်ပေါက်ပါက မန်နေဂျင်း ဒါရိုက်တာ၏အဆုံးအဖြတ်သည် အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက်တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့် ဆုံးဖြတ်ချက်တစ်ရပ်သည်နည်းလမ်းတကျခေါ်ယူ ကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံးအတွက် အကျိုးသက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ်၁ တွင်ပေးအပ်ထားသောအထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများရှိရမည်ဟု အတိ အလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများက သင့်လျော်သည် ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများသတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန်သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင်ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသော မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများအခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များသတ်မှတ်၍ ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ဆောင်ရွက်ခြင်းတို့ကိုပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန်သို့မဟုတ်အဆိုပါ ချေးငှားသောငွေကြေးများကိုပြန်လည်ပေးဆပ်ရန်အတွက်အာမခံများထားရှိရန်အပြင်၊အထူးသဖြင့်ဤကုမ္ပဏီ၏ဒီဘင်ချာများ၊ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသောရင်းနှီးငွေများအပါအဝင်ယခုလက်ရှိ နှင့်နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကိုအပေါင်ပြု၍ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီရယူထားသောအခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက်အားလုံး သို့မဟုတ် တစ်စိတ် တစ်ဒေသကိုငွေကြေးအားဖြင့် ပေးချေရန်၊သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါအစုရှယ်ယာများထုတ်ပေးရာ၌ငွေအပြည့်ပေးသွင်းပြီးသောအစုရှယ်ယာအနေဖြင့်သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသပေးသွင်းပြီးသော အစုရှယ်ယာများအနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ထုတ်ဝေပေးရန်နှင့်အဆိုပါငွေချေးစာချုပ်များ၊ဒီဘင်ချာများသို့မဟုတ်ကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ် များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့်ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင်ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍သော်လည်းကောင်း အပေါင်ပြု၍သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများတောင်းခံခေါ်ယူ၍သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်းဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ ၊ အတွင်းရေးမှူးများ ၊ အရာရှိများ ၊ စာရေးများ ၊ ကိုယ်စားလှယ်များနှင့်ဝန်ထမ်းများကိုအ မြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက် ခန့်ထားခြင်း၊ ရပ်စဲခြင်း ၊ ဆိုင်းငံ့ထားခြင်းများအတွက်လည်းကောင်း၊ အဆိုပါပုဂ္ဂိုလ်တို့၏ တာဝန်များ ၊ အာဏာများ ၊လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌ လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌ လည်းကောင်းသင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါ ကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆိုကိစ္စရပ်အားလုံးကိုဖြစ်စေ၊တစ်စိတ်တစ်ဒေသကိုဖြစ်စေဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့်တွဲဖက်၍ မန်နေးဂျင်းဒါရိုက်တာ၊ အထွေထွေမန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာအားလုံးကိုဖြစ်စေ၊ အချို့အဝက်ကို ဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့် ဖြစ်သောမည်သည့်စည်းကိုမဆိုကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပက်သက်၍လိုအပ် သောစာချုပ်စာတမ်းများချုပ်ဆိုပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ်ဤကုမ္ပဏီအပေါ် သို့မဟုတ်ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆိုဆောင်ရွက်မှုများကို တရားစွဲဆို၊အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီကရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသောကြွေးမြီများနှင့်ပက်သက်၍ ပေးဆပ်ရန်အချိန်ကာ လရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ်ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေးခုံသမာဓိထံ သို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ ထံသို့ ဖြေရှင်းရန်အတွက်အပ်နှံရန်အ ပြင် ဖြန်ဖြေရေးခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်းလိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသော တောင်းဆိုချက် ၊ တောင်းခံချက်များနှင့်ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေး များအတွက်ပြေစာများပြုလုပ် ထုတ်ပေးခြင်း ၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့် စွန့်လွှတ်ခြင်း များကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း ၊ ကြွေးမြီမဆပ်နိုင်ခြင်းကိစ္စများနှင့် ပက်သက်၍ကုမ္ပဏီ၏ကိုယ်စားဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ ၊ ချက်လက်မှတ်များ ၊ ဝန်ခံကတိစာချုပ်များ ၊ ထပ်ဆင့်လက်မှတ်ရေးထိုးခြင်းများ ၊လျှော်ပစ်ခြင်းများ၊ကန်ထရိုက်စာချုပ်များနှင့် စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ ကိုယ်စားမည်သူက လက်မှတ်ရေးထိုးခွင့်ရှိသည်ကိုစီစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆပါက သင့်လျော်လျှောက်ပတ်သောနည်းလမ်းများဖြင့်လတ် တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင်ငွေများကို အာမခံပစ္စည်းပါသည်ဖြစ်စေ၊ မပါသည် ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထား သောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေးစိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ (သို့မဟုတ်)အခြား ပုဂ္ဂိုလ်များကကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်)ပစ္စည်းများကိုဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ ၊ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟုယူဆပါကဆောင်ရွက်ခွင့်ပြုရန်။အဆို ပါပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့်အာဏာနှင့် အခြားသော သဘောတူညီထားသည့်တရားဝင် သဘောတူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက် များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီက ခန့်အပ်ထားသော မည်သည့်အရာရှိ (သို့မဟုတ်) ပုဂ္ဂိုလ်မဆိုအတိအကျဆောင်ရွက်ခဲ့ သည့်လုပ်ငန်းသို့မဟုတ် ဆောင်ရွက်မှု တစ်ခုအတွက်ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏အထွေထွေအမြတ်အစွန်းမှ ခွဲဝေပေးခြင်းများ ပြုလုပ်ရန်နှင့်အဆိုပါကော်မရှင် များ ၊ အမြတ်များခွဲဝေပေးခြင်းစသည်တို့ကို ဤကုမ္ပဏီ၏ လုပ်ငန်းကုန်ကျစရိတ်တစ်စိတ်တစ်ဒေသ အဖြစ် သတ်မှတ်ရန်။

(၁၇) ဤကုမ္ပဏီ၏ လုပ်ငန်းများ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊စည်းကမ်းချက်များ ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ပြင်ဆင် ခြင်း၊ ဖြည့်စွက်ခြင်းများဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏ လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏ အမည်ဖြင့် ဖြစ်စေ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေလို အပ်သည်ဟုယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက် စာချုပ်ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန်အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်း ကောင်း ၊ ၎င်းတို့နှင့်စပ်လျဉ်းသောကိစ္စရပ်များကိုလည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော် လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်း ပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှမဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှတစ်ဆယ့်ရှစ်လအကွင်းအကွေကွေသင်းလုံးကျွတ်အစည်းအဝေးကြီးကို ကျင်းပရမည်။ ထိုနောက်ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့်နေရာ များတွင် ပြက္ခဒိန် နှစ်တစ်နှစ်လျှင်အနည်းဆုံးတစ်ကြိမ်(နောက်ဆုံးကျင်းပသည့် အထွေအထွေအစည်း အဝေးကြီး နှင့် တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် တက်ရောက်သော မည်သည့်သင်းလုံးကျွတ်အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့်ပတ်သတ်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်း မရှိလျှင် ထုတ်ဝေထားသည့် မတည်ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်နည်းပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော)အစုရှင်များကိုယ်တိုင် တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောက်ရွက်ရန် အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက်နှစ်ဦးတည်းသာရှိသည့်ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေးအထမြောက်ရန်သတ်မှတ်သည့် အရေအတွက်ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ် အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့်အမြတ်ဝေစုကိုကြေငြာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသောငွေပမာဏထက်မကျော်လွန်စေရ။သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့်အမြတ်ပမာဏမှအပ အမြတ်ဝေစု ကိုခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်းပြည့်မှီသူ ပုဂ္ဂိုလ်တစ်ဦးအားအထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မှီသူများ အားရုံးဝန်ထမ်း အဖြစ်ခန့်အပ်မည်ဖြစ်သည်။ လစာ ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များ ကဲ့သို့သောဉာဏ် ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်း သတ်မှတ်ချက်များကို သင်းလုံးကျွတ်အစည်းအဝေး က အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်းလည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်း စာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များ နှင့် အညီထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ရငွေ၊သုံးငွေများ၏ပမာဏနှင့် ၎င်းရငွေ၊သုံးငွေများပေါ်ခြင်းနှင့်စပ်လျဉ်းသည့်အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ် အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံးများသို့မဟုတ် ဒါရိုက်တာများကသင့်လျော်သည်ဟု ထင်မြင်ယူဆသောအခြားနေရာများတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်ပါသောစာကို စာတိုက်ခကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတဆင့်လိပ်မူပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများက ကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦးရှေ့မှောက်တွင်မှတစ်ပါး မည်သည့်အခါမျှ မသုံးရ။တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင်ဖော်ပြပါရှိသည့် ပြဌာန်းချက်များ ၊ လက်ရှိတရားဝင်တည်ဆဲ ဥပဒေပြဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ ၊ စာရင်းစစ် ၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ထိုတာဝန်ဝတ္တရားများနှင့် စပ်လျဥ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့် စရိတ်များ ၊ တောင်းခံငွေများ ၊ ဆုံးရှုံးငွေများ ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေးရထိုက်ခွင့် ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေးဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအားဖျက်သိမ်းနိုင်သည်။ယင်းသို့ဖျက်သိမ်းရာတွင်မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဥ်းများအတိုင်းလိုက်နာပြုလုပ်ရမည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
၁	**China National Fisheries Crop** No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City. Represented by (a) Mr.Quangu Du No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City (b) Mr.Shaohua Ye No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City	Registration No. 100000000024602 (4-1) Chinese G43008340 Chinese P00923784	99 Shares	
၂	**Zhong Yu Global Seafood Corp** Floor 7, Building 19, Quarter 18, No.188 of Nansihuan West Road,Fengtai District, Beijing City Represented by (a) Mr.Xiqiang Xu Floor 7, Building 19, Quarter 18, No.188 of Nansihuan West Road, Fengtai District,Beijing City	Registration No. 110000007570850 Chinese E00092382	1 Share	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၃ ခုနှစ်၊ လ ၊ ( ) ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

MYANMAR CNFC COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is ' **MYANMAR CNFC COMPANY LIMITED.** '

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is Ks **950,000,000** /- (Kyats **Nine Hundreds and Fifty Million** Only) divided into (**9,500**) shares of Ks. **100,000** /- (Kyats **One Hundreds Thousands** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1	**China National Fisheries Crop** No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City. Represented by (a) Mr.Quangu Du No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City (b) Mr.Shaohua Ye No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City	Registration No. 100000000024602 (4-1) Chinese G43008340 Chinese P00923784	99 Shares	
2	**Zhong Yu Global Seafood Corp** Floor 7, Building 19, Quarter 18, No.188 of Nansihuan West Road,Fengtai District, Beijing City Represented by (a) Mr.Xiqiang Xu Floor 7, Building 19, Quarter 18, No.188 of Nansihuan West Road, Fengtai District,Beijing City	Registration No. 110000007570850	1 Share	

Yangon. Dated the day of , **2013.**

It is hereby certified that the persons mentioned above put their signatures in my presence.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

MYANMAR CNFC COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the folowing Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to applyy to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect:-

(a) The number of members of the Company, exclusive of persons who are in the emplooyment of the Company, shall be limited to fifty.

(b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The Authorised Capital of the Company is Ks. **950,000,000** /- (Kyats **Nine Hundreds and Fifty Million** only) divided into (**9,500**)each of K **100,000** /- (Kyats **One Hundreds Thousands** Only) each, with power in General Meeting either to mcrease, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisionsfor the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or derstroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to eevidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the timesand places appointed by the Direcors. A call may be made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and not more than (10).

The First Directors shall be:-

(1) **Mr.Quangu Du**

(2) **Mr.Shaohua Ye**

(3) **Mr.Xiqiang Xu**

8. The Directors may from time to time appoint one of their body to the offce of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall from a quorum. If any question arising an any meeting the Managing Director's decision shall be final. When an matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called , held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of table "A" of the Myanmar Companies Act , it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To Purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price , and generally on such terms and conditions as they think fit :also to sell , lease , abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled , on such terms and conditions as they may think fit.

(2) To rise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debentures stocks of the Company charged upon all or any part of property of the Company (both present and future) including its uncalled Capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited a paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfillment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion , remove or suspend such Managers , Secretaries ,Officers, Clerks , Agents and Servants for permanent , temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute conduct, defend or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claim and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts , releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange , cheques, promissory notes, receipts, endorsements, releases, contracts, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit , and from time to time vary or realize such investment.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profit of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company of any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person , firm or Company or bank or financial organization of local or abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members)personally present, shall from a quorum for all purposes. And if and when in the case of there are only two, number of member in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs . The remunerations and allowances such as salaries, traveling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the General Meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to: -
    (1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;
    (2) all sales and purchases of goods by the Company;
    (3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Director during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal , and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director , Auditor , Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation there to.

WINDING-UP

23. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification, thereupon , the Company may be wound up voluntarily by the resolution of General Meeting.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & P.P No.	Number of shares taken	Signatures
1	**China National Fisheries Crop** No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City. Represented by	Registration No. 100000000024602 (4-1)	99 Shares	
	(a) Mr.Quangu Du No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City	Chinese G43008340		
	(b) Mr.Shaohua Ye No.31,Minfeng Hutong, Xidan of Xicheng District, Beijing City	Chinese P00923784		
2	**Zhong Yu Global Seafood Corp** Floor 7, Building 19, Quarter 18, No.188 of Nansihuan West Road,Fengtai District, Beijing City Represented by	Registration No. 110000007570850	1 Share	
	(a) Mr.Xiqiang Xu Floor 7, Building 19, Quarter 18, No.188 of Nansihuan West Road, Fengtai District,Beijing City			

Yangon. Dated the day of , **2013.**

It is hereby certified that the persons mentioned above put their signatures in my presence.

Corporate social responsibility program of Myanmar CNFC Company Limited

Myanmar CNFC Company Limited သည် Corporate Social Responsibility Program အဖြစ် ရရှိလာသော အသားတင်အမြတ်ငွေ၏ 2 % နှုန်းကို အောက်ပါလုပ်ငန်းများတွင် အသုံးပြုရန်အတွက် စီစဉ်လျာထားပါသည်။

(၁) ရန်ပုံငွေ၏ ၃၀ % ကို ဝန်ထမ်းများ၏သားသမီး များပညာရေးစရိတ်အတွက်လည်းကောင်း

(၂) ရန်ပုံငွေ ၏ ၃၀% ကို ဝန်ထမ်းနှင့် ဝန်ထမ်းမိသားစုများ၏ သာရေး ၊နာရေးအတွက်လည်းကောင်း

(၃) ရန်ပုံငွေ၏ ၂၀% ကို ဒေသဖွံ့ဖြိုးရေးလုပ်ငန်းများဆောင်ရွက်ရန်လည်းကောင်း

(၄) ရန်ပုံငွေ၏ ၂၀% ကို ဝန်ထမ်းများ၏ သဘောတူညီချက်အရအခြားလှုဒါန်းမှုများအတွက်လည်းကောင်း သုံးစွဲရန် စီစဉ်ထားရှိမည် ဖြစ်ပါသည်။

လေးစားစွာဖြင့်

Mr.Quangu Du
The Prmoter

北京市丰台区南四环西路188号18区19号楼 邮编 (ZIP CODE): 100070 电话 (Tel): 010-83959988 传真 (Fax): 010-83959999

中国水产总公司
CHINA NATIONAL FISHERIES CORP.

To

Chairman

Myanmar Investment Commission

Office No.(32),Nay Pyi Taw,

Republic of Union of Myanmar

Date: 23 April 2014

Subject: :Undertaking Letter

This letter is to inform you that in accordance with the Myanmar Foreign Investment Law.We, "Myanmar CNFC Company Limited" agree to pay the prescribed Income Tax, if the total amount salary of the workers exceed One Million Four Hundred and Forty Thousand Kyats .

With best regards,

Mr.Quangu Du
The Promoter

北京市丰台区南四环西路188号18区19号楼 邮编 (ZIP CODE): 100070 电话 (Tel): 010-83959988 传真 (Fax): 010-83959999

99%

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中华人民共和国外交部请各国军政机关对持照人予以通行的便利和必要的协助。

The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.

护照 PASSPORT | 类型 / Type P | 国家码 / Country Code CHN | 护照号 / Passport No. G43008340



姓 / Surname
杜 / DU

名 / Given names
全吉 / QUANGU

性别 / Sex
男 / M

出生地点 / Place of birth
山东 / SHANDONG

出生日期 / Date of birth
10 SEP 1968

签发地点 / Place of issue
北京 / BEIJING

签发日期 / Date of issue
02 JUN 2010

有效期至 / Date of expiry
01 JUN 2020

签发机关 / Authority
公安部出入境管理局
Exit & Entry Administration
Ministry of Public Security

53046190

POCHNDU<<QUANGU<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

G430083408CHN6809102M200601719201100<<<<<02

I-1. Repre

中华人民共和国外交部请各国军政机关对持照人予以通行的便利和必要的协助。

The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.

中华人民共和国 PEOPLE'S REPUBLIC OF CHINA

护照 PASSPORT

类型/Type: P
国家码/Country Code: CHN
护照号码/Passport No.: E00092382

姓名/Name: 许夕强 XU, XIQIANG





性别/Sex: 男/M
国籍/Nationality: 中国/CHINESE
出生日期/Date of birth: 30 MAY 1958
出生地点/Place of birth: 山东/SHANDONG
签发日期/Date of issue: 23 5月/MAY 2012
签发地点/Place of issue: 山东/SHANDONG
有效期至/Date of expiry: 22 5月/MAY 2022
签发机关/Authority: 公安部出入境管理局 MPS Exit & Entry Administration
持照人签名/Bearer's signature

POCHNXU<<XIQIANG<<<<<<<<<<<<<<<<<<<<<<<<<<<<
E000923824CHN5805303M2205223NAONMPKGMHLPA918

1% Repspend.

备 注

OBSERVATIONS

公务普通护照

PASSPORT FOR PUBLIC AFFAIRS

类别/Type: P

签发国代码/Country Code: CHN

护照号码/Passport No.: P00923784



姓名: 叶少华

Surname/Given names: YE SHAOHUA

性别/Sex: 男 / M

国籍/Nationality: 中国 / CHINESE

出生日期/Date of birth: 16 SEP 1970

出生地点/Place of birth: 江西 / JIANGXI

签发日期/Date of issue: 04 NOV 2009

有效期至/Date of expiry: 04 NOV 2014

签发机关/Authority: 外交部 / MINISTRY OF FOREIGN AFFAIRS

PPCHNYE<<SHAOHUA<<<<<<<<<<<<<<<<<<<<<<<<<<<<

P009237844CHN7009161M1411041192000001<<<<<<90

Environmental Conservation, Labor Welfare and Fire Protection of Myanmar CNFC Company Limited

Fire Protection

For the prevention of fire Hazards, as we will be processing and marketing of fish and marine products we are very much aware of the fire hazards and have `planned the construction of our factory buildings with R.C (reinforced concrete) and have a large series of modern fire extinguishers, sand bags and sand pits with the essential shovels, pich axes, hooks and flats ready at hand in every sub-section of the factory.

There will be same underground water tanks with emergency water pump sand fire hoses ready at "stand by position". We will have Fire Drill Instructions posted at every section of the factory and the workers will have regular fire Drills and they will be divided into specific groups to carry out precise evacuation plan, if five breaks out. Smoking in the premises of the factory will be strictly restricted and smoking places will be provided for smoking workers. We have cautions against dangers of electrical shork and misuse of electrical instruments also and following fire safety plan will be included.

(a) Fire alarm system will be installed in every floor of the building.

(b) Fire detection system such as smoke detectors, heat detectors, flame detector, etc., will be installed in every floor of building depending on the nature of work in each floor.

(c) Automatic sprinkler system will be installed in every room of building.

(d) Fire Hose Reel will be installed in every floor of the building.

(e) Emergency Evacuation System and Fire Protection System will be controlled together in Fire Protection Control Room.

(f) As Water Supply for Fire Fighting, 15,000 gallons of water required for one hour operation of a fire extinguishing hose with the pumping power of 250 GPM x 2 x 60 min will be stored.

Labor Welfare

Following facilities will be provided for the welfare of the labor.

- Yearly bonus
- Leave allowance according to law
- Social Security Clinic and arrangement to get treat outside when needed
- Ferry arrangement
- Recreation center

Environmental Conservation

Arrangement will be made for plantation of tree, gardens and grass field in the campus, ventilation, good drainage, disposing waste in accordance with rules at places determined by industrial zone management committee, etc.

Mr.Quangu Du
The Promoter

၁၄

ညွှန်ကြားရေးမှူးချုပ်
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာန
ရုံးအမှတ် (၃၂)၊ နေပြည်တော်။

ရက်စွဲ၊ ၂၀၁ ခုနှစ်၊ လ (

အကြောင်းအရာ။ ကုမ္ပဏီ အမည် စစ်ဆေးခွင့်နှင့် ကုမ္ပဏီ ဆိုင်ရာ အချက်အလက်များ တင်ပြခြင်း (မြန်မာ/အင်္ဂလိပ် နှစ်မျိုး ဖြင့် ဖော်ပြပေးပါရန်)

၁။ ကျွန်တော်/ကျွန်မတို့သည် အောက်ပါအမည်ဖြင့် ကုမ္ပဏီဖွဲ့စည်း မှတ်ပုံတင်လိုပါသဖြင့် ကုမ္ပဏီအမည်အား စစ်ဆေးပေးနိုင်ပါရန် ကုမ္ပဏီဆိုင်ရာ အချက်အလက်များ နှင့်အတူ ရန်ကုန်တိုင်းဒေသကြီးရုံးခွဲ တင်ပြ လျှောက်ထား အပ်ပါသည်။ (အမည်တူ / လုပ်ငန်းကွဲ ကုမ္ပဏီ ဖြစ်ပါကဖော်ပြရန်)

(မြန်မာ)--- မြန်မာ စီအန် အက်ဖ်စီ ကုမ္ပဏီလီမိတက်

(အင်္ဂလိပ်)--- Myanmar CNFC Co., Ltd.

(လုပ်ငန်း) --- Fishery Cold Storage

၂။ သတ်မှတ်မတည်ငွေရင်း: - USD 5,000,000/-
ရှယ်ယာတစ်စုတန်ဖိုး: - USD 100
အစုရှယ်ယာပေါင်း: -
ကနဦးထည့်ဝင်မည့်မတည်ငွေရင်း: - USD 2,000,000/-

၃။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာ များ၏ အရေအတွက် သည် (၂) ထက်မနည်း၊ (၁၀) ဦးထက်မများစေရ။

၄။ ဒါရိုက်တာ တစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး ( ) ကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၅။ ကုမ္ပဏီရုံးခန်းလိပ်စာနှင့် ဆက်သွယ်ရန် ဖုန်းနံပါတ်
(ရုံးခန်းလိပ်စာ)... Plot No.32, Hlaing Tharyar Industrial Zone,...........
...Hlaing Tharyar Township, Yangon.............
(ဖုန်းနံပါတ်)........... 01-513680.......................

16.1.2014
Thida Aung (AD)

16.1.14

၁၆.၁.၁၄

၆။ အဆိုပြု ဒါရိုက်တာ များစာရင်း (မြန်မာ / အင်္ဂလိပ် နှစ်မျိုးဖြင့် ဖော်ပြပေးပါရန်)

စဉ်	အဆိုပြုဒါရိုက်တာ များ၏အမည် ဖုန်းနံပါတ်	နိုင်ငံသား မှတ်ပုံတင် အမှတ်	အဆိုပြုဒါရိုက်တာများ၏ နေရပ်လိပ်စာ	ကနဦး ထည့်မည့် အစု
1.	China National Fisheries Corp.,		No.31 Minfeng Hutong, Xidan of Xicheng District, Beijing.	99 shares.
	Represented by			
	(a) Mr. Quangu Du	P. P No Chinese G 43008340	〃	
2.	Zhong Yu Global Seafood Corp.,		Floor 7, Building 19, Quarter 18, No. 188 of Nansihuan West Road, Fengtai District, Beijing.	1 share
	Represented by			
	(a) Mr. Shaohua Ye	P. P No. Chinese P 00923784	〃	
	(b) Xigiang Xu	P. P No Chinese E 00092382		

မှတ်ချက်။ ။ အုပ်ချုပ်မှုဒါရိုက်တာ ပြုလုပ်မည့်သူ၏ အမည်ကို အမှတ်စဉ် (၁)တွင် ဖော်ပြပေးပါရန်။

၇။ ဆောင်ရွက်မည့် လုပ်ငန်းရည်ရွယ်ချက်များ (မြန်မာ/အင်္ဂလိပ် နှစ်မျိုး ဖြင့် ဖော်ပြပေးပါရန်)

(က) Fishery cold storage

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(တ) ....

(ထ) ....

(ဒ) ....

လျှောက်ထားသူလက်မှတ်..........

အမည်....Ye Tun Aung.......

မှတ်ပုံတင်အမှတ် 12/Ou.Ka.Ta.(N) 1.16.1076.